

POOR LEGIBILITY

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September 6, 2006

Kim Muratore
Case Developer (SFD-7-B)
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

*Re: Response to General Notice Letter/104(e) for the San Fernando
Valley/North Hollywood Superfund Site, North Hollywood, California*
*Subject Property Address : 11433, 11437 and 11447
Vanowen St.,
North Hollywood, CA*
My clients : Erasmo and Nora Dominguez

Dear Ms. Muratore:

In response to your April 25, 2006 letter, which my clients belatedly received in California from a kind neighbor in Florida who forwarded it, we are responding to the various questions regarding the subject properties as follows. Please be advised that tax information furnished to your office and information concerning my client's Trust and business documents are considered "confidential" as to all enclosed documents. Nevertheless, we are sending them along as part of our cooperation in your investigation. We will provide further responses after all documents have been received from my client.

1) Erasmo C. Dominguez and Nora C. Dominguez, 11447 Vanowen Street, North Hollywood, CA (818) 982-9189. I am also assisted by my attorney G. Marshall Hann, 24300 Town Center Drive, Suite 300, Valencia, CA 91355 (661) 255-3600.

- 2) a) A copy of the Trust is attached ("1").
b) There are no updates to the Trust documents
c) _____
d) The Trust was created in 2005 and Federal and State Income Tax Returns have not yet been filed for the Trust
e) The current Trustee is Eric C. Dominguez at

FOIA ex 6, Personal Privacy

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- 3) a) A copy of the NC Family Limited Partnership is attached ("2").
 b) There are no amendments to date
 c) 11433 Vanowen Street, North Hollywood, CA. The current market value of this asset is not known.
 d) The NC Family Limited Partnership was created in 2005 and has not yet filed Federal or State Income Tax Returns

- 4) a) A copy of the NCII Family Limited Partnership is attached ("3").
 b) There are no amendments to date
 c) 11433 Vanowen Street, North Hollywood, CA. The current market value of this asset is not known.
 d) The NCII Family Limited Partnership was created in 2005 and has not yet filed Federal or State Income Tax Returns

- 5) a) _____
- b) The Assessor Parcel No. for NC Family Limited Partnership is 2320-003-013
- c) A copy of the change of ownership exclusion RNT Code 62(a) is attached ("4"). Copies of the Quit Claim in connection with NCII Family Limited Partnership are attached ("5")
- d) The current owners and addresses of the subject properties is the Dominguez, as stated above.
- e) Since the purchase by Dominguez, they have operated BJM Corporation from approximately 1998 through April 2006. The business name changed to Custom Media Services, Inc.
- f) Both BJM and the new business name of Custom Media Services, Inc., are in the same business of replicating CD's and the preparation and recording of custom CD's. These business have operated at the location since the property was purchased by Dominguez.
- g) As to BJM, Erasmo Dominguez is President and Treasurer. Nora Dominguez was Vice President and Secretary. As to Custom Media Services, Inc., Erasmo Dominguez is the sole Director, Officer and Owner.

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- 6) a) _____
b) _____
c) _____
d) The current and last known address of the parcel owners are the Dominguez, at the address and phone number stated above.
e) There is no rental agreement between the Dominguez and their company
f) Both BJM and the new business name of Custom Media Services, Inc., are in the same business of replicating CD's and the preparation and recording of custom CD's. These business have operated at the location since the property was purchased by Dominguez.
g) As to BJM, Erasmo Dominguez is President and Treasurer. Nora Dominguez was Vice President and Secretary. As to Custom Media Services, Inc., Erasmo Dominguez is the sole Director, Officer and Owner.
- 7) a) _____
b) _____
c) _____
d) The current and last known address of the parcel owners are the Dominguez, at the address and phone number stated above.
e) There is no rental agreement between the Dominguez and their company
f) Both BJM and the new business name of Custom Media Services, Inc., are in the same business of replicating CD's and the preparation and recording of custom CD's. These business have operated at the location since the property was purchased by Dominguez.
g) As to BJM, Erasmo Dominguez is President and Treasurer. Nora Dominguez was Vice President and Secretary. As to Custom Media Services, Inc., Erasmo Dominguez is the sole Director, Officer and Owner.
- 8) Erasmo C. Dominguez, the owner of the property, who can be reached at 11447 Vanowen Street, Hollywood, CA (818) 982-9210.

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9) Fleetwood Machine Products, Inc. The exact dates and length of time of ownership are not known. Presumably, Fleetwood owned and operated the company until the property was sold to Dominguez. Documents reviewed in the action of United States of America v. Allied-Signal, et al. Civil No. 93-6490-MRP (Tx), Partial Consent Decree also reveals the names of William L. Cooke and Jerry Conrow as Trustees for the Amended Cooke Family Trust. These may be additional property owners prior to Dominguez' purchase.

- a) The dates of ownership are not known. Whatever ownership interest they had ended when Dominguez purchased the property.
- b) The prior owner was a machine shop
- c) We have no such evidence under our possession, custody or control
- d) The prior Partial Consent Decree involving the United States of America. There is also a Corrective Action Plan for Fleetwood Machine Products, Inc. ("6"), at 11447 Vanowen Street that was submitted to the California Regional Quality Control Board on or about March 15, 1999.

10) Erasmo C. Dominguez was aware that Fleetwood Machinery was in the process of cleaning up hazardous products prior to the sale to Dominguez. Dominguez was assured that the cleanup had been completed and there were no further issues relating to hazardous substances.

- a) As to any employees of Fleetwood who have knowledge, those names would be included in the Partial Consent Decree referenced above.
- b) Unknown by this property owner
- c) Unknown by this property owner
- d) Unknown by this property owner
- e) Unknown by this property owner

11) That information is unknown by this property owner in connection with Fleetwood Machinery. There is no manufacturing currently ongoing by the Dominguez in relation to the property. The nature of the business is completely different than what was operated at the location before.

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12) The Dominguez's have no map of the facility responsive to this question or subparts (a) through (f).

13) There are no documents responsive to this category that has been submitted by the Dominguez on behalf of themselves, the Family Trust, any limited partnerships or any corporations that have operated from the facility.

14) Neither the Dominguez, the Family Trust, the limited partnership or any of the corporations that have done business from the location are utilizing or have utilized during the ownership by them of any hazardous chemicals or substances.

15) Neither the Dominguez, the Family Trust, the limited partnership or any of the corporations that have done business from the location are utilizing or have utilized during the ownership by them of any hazardous chemicals or substances.

16) Neither the Dominguez, the Family Trust, the limited partnership or any of the corporations they have owned or used to operate the duplication business, has submitted any environmental, technical, or analytical information responsive to this category. As to the prior owner, Fleetwood Machinery, Dominguez is only aware of the Corrective Action Plan dated March 15, 1999 ("6"), submitted to the California Regional Quality Board.

17) The current property owners are not aware of any ground water wells located at the facility.

18) All insurance policies in connection with the Dominguez, their Family Trust, limited partnership or company's ownership or use of the property, will be sent went received

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19) The only permits relating to the current owners of the property involve business operating permits, will be provided.

20) There has been no discharge of any waste stream to the sewer by the current owners of the properties.

21) Not applicable.

22) There have been none.

23) Fleetwood Machine Products, Inc.

24) The pre-treatment procedures performed by the prior owners are not known to the current owners beyond the Corrective Action Plan ("6") that was submitted to the California Regional Quality Control Board on or about March 15, 1999.

25) The pre-treatment procedures performed by the prior owners are not known to the current owners beyond the Corrective Action Plan ("6") that was submitted to the California Regional Quality Control Board on or about March 15, 1999.

26) The current owners do not know of the waste, if any, that were stored at the facility prior to their purchase.

27) There have been no leaks, spills or other environmental releases since the current property owners acquired the subject properties.

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28) The only correspondence is by attorney G. Marshall Hann with the Environmental Protection Agency on the subject of this property.

Very truly yours,

Law Offices
G. MARSHALL HANN

By:



G. MARSHALL HANN

GMH:cas
enclosures

cc: Client

COPY

THE YED TRUST

ARTICLE ONE

CREATION OF TRUST

1.1. Parties. This trust agreement is made by Erasmo C. Dominguez and Nora C. Dominguez (the "settlers"), husband and wife, both of Los Angeles County, California, as settlers, and Eric C. Dominguez, the son of the settlers, as trustee (the "trustee"). The settlers hereby transfer and assign to the trustee certain property (the "trust estate"), in trust, to be held, administered, and distributed as provided in this instrument.

1.2. Names of Trusts. The trusts created by this instrument shall be known collectively as the YED Trust, and each separate trust created under this instrument shall be referred to by adding the name or designation of that separate trust as it appears in the appropriate section of this instrument.

1.3. Effective Date. This agreement shall be effective immediately on execution by all the parties.

1.4. Definitions of Child, Children, and Issue. As used in this instrument, the terms "child" and "children" refer to all persons referred to in California Probate Code Section 26, as in effect at the time of execution of this instrument, and the term "issue" refers to all persons referred to in California Probate Code Section 50, as in effect at the time of execution of this instrument.

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ARTICLE TWO

TRUST ESTATE

2.1. Definition of Trust Estate. All property subject to this instrument from time to time is referred to as the "trust estate" and shall be held, administered, and distributed as provided in this instrument. The trustee shall hold, administer, and distribute the property described in Schedule A (which is attached and made a part of this trust instrument), any other property that may become subject to this trust, and the income and proceeds attributable to all such property, in accordance with the provisions of this instrument.

2.2. Additions to Trust. From time to time, the trustee may accept additions to this trust from any source. All such additions shall become part of the trust estate and shall be held, administered, and distributed in accordance with the terms of this instrument. That additional property shall become part of the trust estate on written acceptance of it by the trustee. Any additions to the trust shall be made by designating in writing the property to be added. However, the titling of any account, deed, or similar asset in the name of the trustee, as trustee of this trust, or any alternate or successor trustee acting under this instrument, shall be deemed to be a transfer to this trust. Any designation by a third party, whether by will, deed, account title designation, or similar transfer, shall also be a transfer to the trust estate.

ARTICLE THREE

RIGHTS AND POWERS OF SETTLORS

3.1. Irrevocability of Trust. This trust is irrevocable. It may not be amended, revoked, or terminated, in whole or in part, except as otherwise specified in this instrument.

3.2. Limitation on Powers of Settlers. Notwithstanding any other provision of this instrument, the settlers shall not have:

- (a) Any right to the possession or enjoyment of the principal or income of the trust estate, or any part of the trust estate, or any right, either alone or in conjunction with any other person, to designate the persons who will possess or enjoy the principal or income of the trust estate, or any part of the trust estate, as those terms are used in Internal Revenue Code Section 2036.
- (b) Any right to vote (directly or indirectly) any shares of stock of a controlled corporation, as that term is defined in Internal Revenue Code Section 2036(b)(2), that may be part of the trust estate.
- (c) Any power or discretion in any capacity whatever, either alone or in conjunction with any other person, to alter, amend, revoke, or terminate the enjoyment of the trust estate, as those terms are used in Internal Revenue Code Section 2038.
- (d) Any power that is exercisable in favor of both settlers, either settlor, the settlers' estates, the settlers' creditors, or creditors of the settlers' estates, or any other power that would constitute a general power of appointment, as defined in Internal Revenue Code Section 2041.
- (e) Any incidents of ownership, as that term is defined in Internal Revenue Code Section 2042, as amended, in any insurance policy that is part of the trust estate.
- (f) Any power or discretion that would cause the trust estate, or any part of the trust estate, to be included in the gross estates of both settlers or of either settlor under any provisions of the Internal Revenue Code, as amended.

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ARTICLE FOUR

PAYMENTS AND DISTRIBUTIONS

UNTIL DEATH OF SURVIVING SETTLOR

4.1. Right to Withdraw Gifts. So long as either settlor is living, the settlors' son Eric, referred to as the "withdrawal beneficiary," shall have the right to withdraw any gift made to the trust in accordance with the following provisions:

(a) Notice of Gifts. The trustee shall promptly give written notice to the withdrawal beneficiary of each gift made to the trust.

(b) Power to Withdraw Gifts. The withdrawal beneficiary may withdraw all or any portion of any gift made to the trust; provided, however, that the aggregate amount of gifts to the trust from any one donor that the withdrawal beneficiary may withdraw during any calendar year shall not exceed the amount that may from time to time be specified for gift tax exclusion in Internal Revenue Code Section 2503(b), as amended, for gifts from one donor to one donee (the "annual exclusion amount") per person; and provided further that the aggregate amount of gifts to the trust from all donors that the withdrawal beneficiary may withdraw during any calendar year shall not exceed the amount that may from time to time be specified in Internal Revenue Code Section 2041(b)(2), as amended, as the maximum amount of property with respect to which the lapse of a general power of appointment will not be deemed a release of a general power of appointment ("the non-taxable lapse amount").

(c) Exercise of Withdrawal Power. The power of any person to withdraw the non-taxable lapse amount as specified in this section must be exercised, if at all, by electing to do so in an instrument in writing delivered to the trustee within thirty days after the later of (1) the date on which the gift is made, or (2) the date on which the person is given notice of the gift. The trustee may satisfy the exercise of any withdrawal right by distributing to the person cash or other property, including all or an undivided interest in a life insurance policy.

(d) Power Noncumulative and Subject to Lapse. The right of any person to withdraw a gift as specified in this section is noncumulative. If any person does not withdraw the full amount of the gift or gifts that the person is entitled to withdraw within the time limit specified for exercise of the right, the right to withdraw the amount not withdrawn shall lapse and may not be exercised after the time limit specified.

(e) Incapacity. If any person who has a right to withdraw a gift as specified in this section is a minor or is otherwise subject to any legal incapacity, the trustee shall give the written notice required to be given as specified in this section to the guardian or conservator of that person, and the guardian or conservator may make the withdrawal on behalf of that person. Any property delivered to a guardian or conservator shall be held by the guardian or conservator for the benefit and use of that person.

4.2. Payment of Income During Lifetimes of Settlers. So long as both settlers are living and, after the death of the deceased settlor, during the lifetime of the surviving settlor, the trustee shall apply so much of the principal of the trust remaining after the withdrawals provided in section 4.1 as may be necessary to pay the premiums on any and all policies of life insurance on the lives of the settlers which are part of the trust estate.

If any income remains after those withdrawals, the trustee shall pay to or apply for the benefit of the settlers' then-living children during the lifetime of each of them as much of the net income of the trust in the trustee's discretion as the trustee deems necessary for the health, education, support, and maintenance of each of them. However, if either settlor survives all of their then-living children, then, during the lifetime of either settlor, the trustee shall make any of these discretionary payments of excess income to or apply for the benefit of the settlers' then-living issue, under the same restrictions. In making these payments, the trustee may pay to or apply more for some beneficiaries than for others, and may make payments to or for one or more beneficiaries to the exclusion of others.

All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. All payments made pursuant to this provision shall be made in monthly or other convenient installments, but not less often than annually. The trustee shall accumulate and add to principal any net income not

distributed. In no event shall any income of the trust be used to pay premiums or other charges on any insurance policy that is part of the trust estate.

ARTICLE FIVE

DISTRIBUTIONS AFTER SURVIVING SETTLOR'S DEATH

5.1. Disposition of Trust Estate. On the death of the surviving settlor, the trust estate shall be disposed of as follows:

(a) The trustee shall divide the trust property (including all income then accrued but uncollected and all income then remaining in the hands of the trustee) into shares of equal market value for each of the following named beneficiaries:

ERIC CESAR DOMINGUEZ

JAKE ADISON DOMINGUEZ

DALLAS ANDREW DOMINGUEZ

ALEXA NICOLE DOMINGUEZ

ERIC RYAN DOMINGUEZ

STEPHANIE MICHELLE ROLDAN

MICHAEL ALEXANDER ROLDAN

(b) If a beneficiary listed in section 5.1. (a) hereinabove fails to survive the surviving settlor, the gift to said non-surviving beneficiary shall lapse and be added to the remaining shares for the then surviving beneficiaries such that each remaining share shall maintain its same proportionate interest in relation to each of the other remaining shares. If a beneficiary listed in section 5.1.(a) hereinabove has reached the age of 25 years at the death of the surviving settlor, the trustee shall distribute that beneficiary's share outright to that beneficiary; if an individual beneficiary listed in section 5.1.(a) hereinabove has not reached the age of 25 years at the death of the surviving settlor, the trustee shall continue to hold, administer, and distribute that beneficiary's share in a separate trust for that

beneficiary according to the terms set forth in Article Six applicable to the Separate Share Trust for Issue.

(c) If the trust property is not completely disposed of pursuant to the above stated provisions, the trustee shall distribute the undisposed-of portion outright as follows: one half (1/2) to the heirs of the deceased settlor and one half (1/2) to the heirs of the surviving settlor, except for such heirs that have been specifically omitted by the other terms of this instrument..

5.2. Intentional Omission of Person specified. The settlors acknowledge that they have specifically omitted to make any provision in this trust for Yvonne M. Roldan, their daughter. It is the intention of the settlors that Yvonne M. Roldan shall not take any part of the trust property passing under this trust.

ARTICLE SIX

DISPOSITIVE PROVISIONS OF TRUST CREATED

AFTER SURVIVING SETTLOR'S DEATH

6.1. Separate Share Trust for Issue. Each portion or share of the trust estate, or of the trust property of any other trust created by this trust instrument, that is allocated to a Separate Share Trust for Issue for the benefit of the beneficiary (as defined in subsection (a), below) when that beneficiary is under the age of twenty-five (25) years shall be held, administered, and distributed by the trustee as a separate trust, as follows:

(a) Beneficiary. The beneficiary of this trust is the beneficiary or beneficiaries listed in section 5.1.(a) of this instrument, or the individual issue of the settlors, as the case may be, for whom this trust is created pursuant to the other provisions of this trust instrument.

(b) Discretionary Payments. At any time or times during the trust term, the trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as the trustee deems proper for that beneficiary's

health, education, support, and maintenance. In exercising discretion, the trustee shall give the consideration that the trustee deems proper to all other income and resources that are known to the trustee and that are readily available to the beneficiary for use for these purposes. All decisions of the trustee regarding payments under this subsection, if any, are within the trustee's discretion and shall be final and incontestable by anyone. The trustee shall accumulate and add to principal any net income not distributed.

(c) Distribution on Termination. The trust shall terminate on the beneficiary reaching 25 years of age or on the death of the beneficiary, whichever occurs first. If the trust terminates on the beneficiary reaching 25 years of age, the trustee shall distribute the trust property (including all income then accrued but uncollected and all net income then remaining in the hands of the trustee) to the beneficiary outright. If the trust terminates on the death of the beneficiary, the trustee shall distribute the trust property to the then-living issue of the beneficiary in the manner provided in California Probate Code Section 247 or if the beneficiary has no issue then living, to the then-living issue of that deceased child who is the ancestor of the beneficiary, with those issue taking in the manner provided in California Probate Code Section 247.

(d) Final Disposition. If the trust property is not completely disposed of by the preceding provisions, the undisposed-of portion shall be distributed outright as follows: one half (1/2) to the heirs of the deceased settlor and one half (1/2) to the heirs of the surviving settlor.

6.2. Spendthrift Clause. The interests of the beneficiaries under this instrument are not transferable by voluntary or involuntary assignment or by operation of law, and shall be free from the claims of creditors and from attachment, execution, bankruptcy, and other legal process, to the maximum extent permitted by law. If any such transfer is made or attempted by or against any beneficiary, all further trust payments of income or principal or both to that beneficiary (and any right of that beneficiary to such payments) shall be suspended for a period of time or indefinitely (but in no case for longer than the term of the trust) as the trustee determines. In lieu of payments to that beneficiary, the trustee may apply so much of the trust income or principal or both to which the beneficiary would otherwise be entitled as the trustee deems necessary for the

beneficiary's education and support. All trust income (to which the beneficiary would otherwise be entitled) not so applied shall in the discretion of the trustee be accumulated and added to trust principal at such time or times as the trustee deems proper. Notwithstanding anything to the contrary in this section of this instrument, the right of the settlors' son Eric to withdrawal of gifts made to the trust during the lifetime of the surviving settlor, as specified in Article Four, shall not be limited by this section.

6.3. Administration of Generation-Skipping Trusts. The provisions of this section apply to any trust under this instrument in which there is property that is or may become subject to the federal generation-skipping transfer tax:

(a) Allocation of Exemption to Part of Trust. On written notification by a settlor that the settlor intends, or by a settlor's executor that the executor intends, to allocate any part of the generation-skipping transfer tax exemption that is available to the settlor under Internal Revenue Code Section 2631(a) to some but not all of the property in any trust to which this section applies, the trustee shall divide that trust into two separate trusts, to be designated as the Exempt Trust and the Nonexempt Trust. The Exempt Trust shall contain the share of the property of that trust consisting of a pecuniary amount equal in value to the amount of the generation-skipping transfer tax exemption that the settlor or executor intends to allocate to the trust. The Exempt Trust shall have an inclusion ratio of zero (0) for federal generation-skipping transfer tax purposes. The Nonexempt Trust shall contain the balance of the property of that trust and shall have an inclusion ratio of one (1) for federal generation-skipping transfer tax purposes. It is the settlors' intention that the settlor or executor then actually allocate the generation-skipping transfer tax exemption to the Exempt Trust and not to the Nonexempt Trust. The trustee shall not be liable for relying on the written instructions of a settlor or the executor when acting in accordance with the provisions of this subsection.

(b) Method of Allocation. In allocating assets between the Exempt Trust and Nonexempt Trust for purposes of this section, the trustee shall allocate the trust assets in cash or in kind, or partly in each, on a pro rata or non pro rata basis, and in undivided interests or not. If the allocation is not made within 15 months from the date of a settlor's death, the trustee shall pay interest, at the legal rate, from the date of that settlor's death to the date of distribution. Assets shall be valued at their values on the date or dates of distribution.

(c) Allocation or Nonallocation of Exemption to Entire Trust. Regardless of whether subsection (a) applies, if the amount of a settlor's generation-skipping transfer tax exemption actually allocated to a trust to which this section applies is equal to the value of the property of that trust so that the entire trust has an inclusion ratio of zero (0) for federal generation-skipping transfer tax purposes, the entire trust shall be referred to as the Exempt Trust. On the other hand, if no part of a settlor's generation-skipping transfer tax exemption is actually allocated to the trust so that the entire trust has an inclusion ratio of one (1) for federal generation-skipping transfer tax purposes (or if the settlor is not the transferor of that trust for generation-skipping transfer tax purposes), the entire trust shall be referred to as the Nonexempt Trust.

(d) Trust Distributions. The trustee may, but is not required to, administer the trusts under this instrument to which this section applies in such a manner that distributions made during the trust terms to "skip persons" (as defined in Internal Revenue Code Section 2613(a) or any equivalent successor statute) are made from Exempt Trusts, and distributions made during the trust terms to "non-skip persons" (as defined in Internal Revenue Code Section 2613(b) or any equivalent successor section) are made from Nonexempt Trusts.

(e) Trustee's Power to Petition Court to Amend Nonexempt Trust. If the trustee determines that the burdens of generation-skipping transfer taxes, income taxes, gift taxes, and death taxes on a Nonexempt Trust, either settlor, either settlor's estate, or the beneficiaries of that trust would be reduced, the trustee may petition the court to amend the trust to grant to one or more trust beneficiaries who are non-skip persons in a generation below the settlor a general testamentary power of appointment over all or a specified portion of that Nonexempt Trust. Any power to amend the trust is within the discretion of the court, and the preceding sentence shall not be construed to give the trustee any power that the trustee does not already have under California trust law to petition the court under the appropriate circumstances, nor shall it be construed to limit the power of the trustee or any beneficiary under California trust law to petition the court under the appropriate circumstances.

(f) Purpose of Section. The purpose of this section is to allow the trustee to administer the trusts so as to decrease the amount of generation-skipping transfer taxes owed on transfers from the trusts. The trustee shall balance that consideration against any other tax and nontax considerations, and may disregard the generation-skipping transfer tax consequences to the extent that the trustee determines that doing so will allow the trustee to carry out the settlors' intentions in creating the trusts. All decisions of the trustee under this subsection are within the trustee's discretion and shall be final and incontestable by anyone.

(g) Amendment of Trust to Reflect Changes in Tax Law. If, in the judgment of the executor or the trustee, at any time after the execution of this trust instrument, any statute, regulation, court decision, or administrative ruling imposes different or additional requirements on the trust in connection with the generation-skipping transfer tax the executor or the trustee may petition the court to amend the terms of the trust to meet those requirements and achieve the purpose of this section.

ARTICLE SEVEN

TRUSTEE

7.1. Successor Trustees. If the initial trustee named in Article One dies, becomes incapacitated, or is otherwise unable or unwilling to act as trustee, Darlene Dominguez, the daughter in law, shall be successor trustee.

7.2. Definition of Trustee. Reference in this instrument to "the trustee" shall be deemed a reference to whoever is serving as trustee or cotrustees, and shall include alternate or successor trustees or cotrustees, unless the context requires otherwise.

7.3. Neither Settlor May Serve as Trustee. Notwithstanding any other provision in this instrument, in no event shall either settlor be appointed to serve as trustee.

7.4. Waiver of Bond. No bond or undertaking shall be required of any individual who serves as a trustee under this instrument.

7.5. Compensation of Individual Trustees. Each individual who is a trustee under this instrument shall be entitled to reasonable compensation for services rendered, payable without court order.

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7.6. Procedure for Resignation. Any trustee may resign at any time, without giving a reason for the resignation, by giving written notice, at least thirty days before the time the resignation is to take effect, to the settlors, if living, to any other trustee then acting, to any persons authorized to designate a successor trustee, to all trust beneficiaries known to the trustee (or, in the case of a minor beneficiary, to the parent or guardian of that beneficiary) and to the successor trustee. A resignation shall be effective on written acceptance of the trust by the successor trustee.

7.7. Custody of Life Insurance Policy. The trustee shall keep custody of any life insurance policy that is part of the trust estate or that designates the trust as beneficiary.

7.8. Life Insurance Powers. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall, in addition to the other powers conferred on the trustee by law and by this instrument, have the power to do all of the following:

- (a) Purchase life insurance on the life of any person.
- (b) Exercise all incidents of ownership, options, benefits, rights, and privileges with respect to any life insurance policy that is part of the trust estate.
- (c) Pay premiums, assessments, or other charges on any life insurance policy that is part of the trust estate or that may designate the trust as beneficiary.
- (d) Borrow funds from the insurer in accordance with the terms of any life insurance policy that is part of the trust estate or that may designate the trust as beneficiary, for the purpose of paying any premiums, assessments, or other charges.
- (e) Otherwise do anything necessary or proper to keep any such policy a binding contract of insurance.

(f) Collect any and all sums payable under any life insurance policy or employee benefit plan, and exercise any of the allowable options for the payment of any such sums. The trustee shall collect any disability payments under any life insurance policy that is part of the trust estate.

7.9. General Powers of Trustee. To carry out the purposes of the trusts created under this instrument, and subject to any limitations stated elsewhere in this instrument, the trustee shall have all of the following powers, in addition to all of the powers now or hereafter conferred on trustees by law:

- (a) With or without court authorization, sell (for cash or on deferred payments, and with or without security), convey, exchange, partition, and divide trust property; grant options for the sale or exchange of trust property for any purpose, whether the contract is to be performed or the option is to be exercised within or beyond the term of the trust; and lease trust property for any purpose, for terms within or extending beyond the expiration of the trust, regardless of whether the leased property is commercial or residential and regardless of the number of units leased.
- (b) Manage, control, improve, and maintain all real and personal trust property.
- (c) Subdivide or develop land; make or obtain the vacation of plats and adjust boundaries, or adjust differences in valuation on exchange or partition by giving or receiving consideration; and dedicate land or easements to public use with or without consideration.
- (d) Make ordinary or extraordinary repairs or alterations in buildings or other trust property, demolish any improvements, raze existing party walls or buildings, and erect new party walls or buildings, as the trustee deems advisable.
- (e) Employ and discharge agents and employees, including but not limited to attorneys, accountants, investment and other advisers, custodians of assets, property managers, real estate agents and brokers, and appraisers, to advise and assist the trustee in the management of any trusts created under this trust instrument, and compensate them from the trust property. The agents and employees may be associated or affiliated with the trustee, or may be descendants or other persons related to the trustee or to the settlors, or a company associated with any such persons. The trustee is entitled to rely on the advice of any professional advisers employed under this provision. Reasonable compensation

paid to any such agents or employees shall not diminish the compensation to which the trustee is otherwise entitled.

(f) With respect to securities held in trust, exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote, give proxies, and pay assessments and other sums deemed by the trustee necessary for the protection of the trust property; participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection therewith, deposit securities with and transfer title to any protective or other committee under such terms as the trustee deems advisable; exercise or sell stock subscription or conversion rights; and accept and retain as investments of the trust any securities or other property received through the exercise of any of the foregoing powers.

(g) Hold securities or other trust property in the trustee's own name or in the name of a nominee, with or without disclosure of the trust, or in unregistered form, so that title may pass by delivery.

(h) Deposit securities in a securities depository that is either licensed or exempt from licensing.

(i) Borrow money for any trust purpose from any person or entity, including one acting as trustee hereunder, on such terms and conditions as the trustee deems advisable, and obligate the trust for repayment; encumber any trust property by mortgage, deed of trust, pledge, or otherwise, whether for terms within or extending beyond the term of the trust, as the trustee deems advisable, to secure repayment of any such loan; replace, renew, and extend any such loan or encumbrance; and pay loans or other obligations of the trust deemed advisable by the trustee.

(j) Procure and carry, at the expense of the trust, insurance in such forms and in such amounts as the trustee deems advisable to protect the trust property against damage or loss, and to protect the trustee against liability with respect to third persons.

(k) Enforce any obligation owing to the trust, including any obligation secured by a deed of trust, mortgage, or pledge held as trust property, and purchase any property subject to a security instrument held as trust property at any sale under the instrument.

(l) The trustee shall have the power to enter into oil, gas, and other mineral leases, on terms deemed advisable by the trustee; enter into any pooling, unitization, repressurization, community, or other types of agreements relating to

the exploration, development, operation, and conservation of mineral properties; drill, mine, and otherwise operate for the development of oil, gas, and other minerals; contract for the installation and operation of absorption and repressuring plants; and install and maintain pipelines. Any such leases or agreements may be for a term within or extending beyond the term of the trust.

(m) The trustee shall have the power, in the trustee's discretion, to abandon any unproductive or wasted trust asset or interest therein.

(n) Extend the time for payment of any note or other obligation held as an asset of, and owing to, the trust, including accrued or future interest, and extend the time for repayment beyond the term of the trust.

(o) Pay or contest any claim against the trust; release or prosecute any claim in favor of the trust; or, in lieu of payment, contest, release, or prosecution, adjust, compromise, or settle any such claim, in whole or in part, and with or without consideration.

(p) At trust expense, prosecute or defend actions, claims, or proceedings of whatever kind for the protection of the trust property and of the trustee in the performance of the trustee's duties, and employ and compensate attorneys, advisers, and other agents as the trustee deems advisable.

7.10. Power to Lend Money to Estates or Trusts. The trustee shall have the power, in the trustee's discretion, to lend money from the trust estate to the probate estates of the settlors, or to any trusts created by the settlors that are included in the taxable estates of the settlors for federal estate tax purposes, irrespective of whether the trustee and the executor may be the same person, provided that any such loan is adequately secured and bears a reasonable rate of interest.

7.11. Power to Purchase Property From Estates or Trusts of Settlers. The trustee shall have the power, in the trustee's discretion, to use funds or credit of the trust estate to purchase property from the probate estates of the settlors, or from any trusts created by the settlors that are included in the taxable estates of the settlors for federal estate tax purposes, at its fair market value as determined by the trustee in the trustee's discretion.

7.12. Power to Deal With Personal Representative. The trustee shall have the power to engage in any transactions with the personal representatives of the estate of either settlor that are in the best interests of any trusts created in this instrument.

7.13. Power to Retain Trust Property. The trustee shall have the power to retain property received into the trust at its inception or later added to the trust, as long as the trustee considers that retention in the best interests of the trust or in furtherance of the goals of the settlors in creating the trust, as determined from this trust instrument, but subject to the standards of the prudent investor rule as set forth in the California Uniform Prudent Investor Act, as amended from time to time.

7.14. Trustee's Power to Invest Property. Subject to the standards of the prudent investor rule as stated in the California Uniform Prudent Investor Act, as amended from time to time, the trustee shall have the power to invest and manage the trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust.

7.15. Power Over Unproductive Property. The trustee shall have the power to retain or acquire unproductive or underproductive property.

7.16. Power to Combine Trust Assets. Each trust created under this instrument shall constitute a separate trust and be administered accordingly; however, the assets of all of the trusts may be combined for bookkeeping purposes and held for the trust beneficiaries without physical division into separate trusts until time of distribution.

7.17. Early Termination of Trusts. The trustee shall have the power, in the trustee's discretion, to terminate any trust created under this trust instrument whenever the fair market value of the trust falls below forty thousand dollars (\$40,000), or becomes so small in relation to

the costs of administration as to make continuing administration uneconomical. Continuing administration shall be uneconomical if the trustee determines that, with reference to the trust fee schedules then in effect for corporate fiduciaries in the area in which the trust is being administered, the trust would be subject to the minimum trust administration fees of those fiduciaries, regardless of the value of the trust. On termination, the trustee shall distribute the principal and any accrued or undistributed net income to the income beneficiaries in proportion to their shares of the income. If no fixed amount of income is payable to specific beneficiaries, the trustee shall distribute the principal and any accrued or undistributed net income in equal shares to those beneficiaries who would then be entitled to income payments from the trust.

7.18. Division or Distribution in Cash or Kind. In order to distribute or divide trust assets into shares or partial shares, the trustee may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. This section shall apply only to the extent that it does not conflict with the provisions in this instrument specifying allocation of assets involving generation-skipping trusts.

7.19. Payments to Legally Incapacitated Persons. If at any time any trust beneficiary is a minor, or it appears to the trustee that any trust beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the trustee, in lieu of making direct payments to the trust beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to one or more suitable persons as the trustee deems proper, such as a relative of or a person residing with the

beneficiary, to be used for the beneficiary's benefit; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the trustee for all purposes.

7.20. Grant of Specific Powers Not to Limit Exercise of General Powers. The enumeration of specific powers under this trust instrument shall not limit the trustee from exercising any other power with respect to any trusts created by this trust instrument that may be necessary or appropriate for the trustee to have and exercise in order to carry out the purposes of the trusts or to permit the trustee to fulfill the trustee's responsibilities and duties with respect to the trust.

7.21. Trust Distributions Shall Not Discharge Obligations of Support. Notwithstanding any other provision of this trust instrument, no income or principal of the trust shall be used to discharge, in whole or in part, the legal obligation of any person to support or educate any beneficiary of this trust. In determining the legal obligation of any person to support and educate a beneficiary of this trust, the existence of this trust and the funds made available under it shall not be taken into account.

7.22. Limitations on Trustee's Powers. Notwithstanding any other provision of this instrument, the powers of the trustee shall be subject to the following limitations:

- (a) The trustee shall have no power or discretion with respect to any life insurance policy on the life of the trustee that constitutes an incident of ownership (as that term is used in Internal Revenue Code Section 2042, as amended) in that policy;

(b) The trustee shall have no power or discretion with respect to the distribution of income or principal to or for the trustee's benefit, or in satisfaction of the trustee's legal obligations;

(c) If the trustee would, but for this provision, have had any power or discretion described in (a) or (b), above, that power or discretion shall be exercised by the cotrustee, if any, and if there is no cotrustee, by the next-named successor trustee acting as special cotrustee. If the next-named successor trustee shall for any reason fail to qualify or cease to act as special cotrustee, the next-named successor trustee shall act as successor special cotrustee. If all named successor trustees shall for any reason fail to qualify or cease to act as special cotrustee, the trustee shall appoint a successor special cotrustee, other than the trustee so appointing. The responsibilities of the special cotrustee shall be limited to the exercise of powers and discretions under this section.

7.23. Trustee's Liability. No trustee shall be liable to any interested party for acts or omissions of that trustee, except those resulting from that trustee's willful misconduct or gross negligence. This standard shall also apply regarding a trustee's liability for the acts or omissions of any cotrustee, predecessor trustee, or agent employed by the trustee.

7.24. Duty to Account. The trustee shall render accounts at least annually, at the termination of a trust, and on a change of trustees, to the persons and in the manner required by law.

ARTICLE EIGHT

CONCLUDING PROVISIONS

8.1. Perpetuities Savings Clause. Notwithstanding any other provision of this instrument, every trust created by this instrument shall terminate no later than twenty-one (21) years after the death of the last survivor of those issue of any noncharitable beneficiaries named or identified in this instrument who are alive at the creation of the trust. For purposes of this

perpetuities savings clause, a trust shall be deemed to have been created on the date the trust becomes irrevocable or the date of the death of the surviving settlor, whichever occurs first. If a trust is terminated under this section, the trustee shall distribute all of the principal and undistributed income of the trust to the income beneficiaries of the trust in the proportion in which they are entitled (or eligible, in the case of discretionary payments) to receive income immediately before the termination. If that proportion is not fixed by the terms of the trust, the trustee shall distribute all of the trust property to the persons then entitled or eligible to receive income from the trust outright in a manner that, in the trustee's opinion, will give effect to the intent of the settlors in creating the trust. The trustee's decision is to be final and incontestable by anyone.

8.2. Simultaneous Death. If the settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, each settlor shall be deemed to have survived the other, and this instrument shall be construed accordingly. If any beneficiary and either or both settlors die under circumstances in which the order of their deaths cannot be established by clear and convincing evidence, the settlor or settlors shall be deemed to have survived the beneficiary, and this instrument shall be construed accordingly.

8.3. Survivorship Requirement. For the purposes of this instrument, a beneficiary shall be deemed not to have survived a settlor if that beneficiary dies within thirty days after that settlor's death.

8.4. "Deceased Settlor" and "Surviving Settlor". In this instrument, the first settlor to die is referred to as the "deceased settlor" and the other settlor is referred to as the "surviving settlor."

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8.5. Definitions of Death Taxes, Debts, and Expenses. As used in this instrument, the following definitions apply:

(a) The term "death taxes" shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in the estate of a settlor or by reason of that settlor's death, including penalties and interest, but excluding the following: (i) any additional tax that may be assessed under Internal Revenue Code Section 2032A; and (ii) any federal or state tax imposed on any generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by this instrument.

(b) The term "debts and expenses" shall include the following: (i) all costs, expenses of litigation, counsel fees, or other charges that the trustee incurs in connection with the determination of the amount of the death taxes, interest, or penalties referred to in subsection (a) of this section; and (ii) legally enforceable debts, funeral expenses, expenses of last illness, and administration and property expenses.

8.6. Definition of Education. As used in this instrument, the term "education" refers to the following:

(a) Education at public or private elementary, junior high, middle, or high schools, including boarding schools;

(b) Undergraduate, graduate, and postgraduate study in any field, whether or not of a professional character, in colleges, universities, or other institutions of higher learning;

(c) Specialized formal or informal training in music, the stage, the handicrafts, or the arts, whether by private instruction or otherwise; and

(d) Formal or informal vocational or technical training, whether through programs or institutions devoted solely to vocational or technical training, or otherwise.

8.7. Captions. The captions appearing in this instrument are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this instrument.

8.8. Severability Clause. If any provision of this instrument is invalid, that provision shall be disregarded, and the remainder of this instrument shall be construed as if the invalid provision had not been included.

8.9. California Law to Apply. All questions concerning the validity, interpretation, and administration of this instrument, including any trusts created under this instrument, shall be governed by the laws of the State of California, regardless of the domicile of any trustee or beneficiary.

8.10. Distribution to Issue. If a division of property is to be made under this instrument among the issue of an individual, who is referred to in this section as the Designated Ancestor, that division shall be made in the manner set forth in California Probate Code Section 247. Accordingly, that division shall initially be made at the generation of issue with members who survive the Designated Ancestor which is nearest in degree to the Designated Ancestor. The property shall be divided into as many equal shares as there are members of that generation who survive the Designated Ancestor plus deceased members of that generation who leave issue who survive the Designated Ancestor. Each member of that generation who survives the Designated Ancestor shall receive one such equal share. The shares of all of the deceased members of that generation who leave issue who survive the Designated Ancestor shall be combined and then divided and allocated in the manner described in this section among the remaining issue of the Designated Ancestor who survive the Designated Ancestor as if neither the issue already allocated a share nor their issue had survived the Designated Ancestor.

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8.11. Gifts to Heirs. For any gift to "heirs" of either or both settlors that is made in this instrument, those heirs shall be determined as if the settlor or settlors had died intestate at the time for distribution prescribed in this instrument, and the identity and shares of those heirs shall be determined according to the California laws of succession that concern separate property not acquired from a previously deceased spouse and that are in effect at the time the settlor or settlors are deemed to have died.

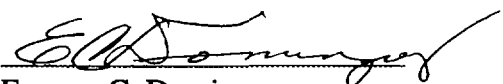
ARTICLE NINE

SIGNATURE AND EXECUTION

9.1. Execution. We certify that we have read the foregoing trust agreement and that it correctly states the terms and conditions under which the trust estate is to be held, administered, and distributed. The settlors approve this trust agreement in all particulars. The trustee approves and accepts the trusts provided for in this trust agreement.


Executed on July 25, 2005 at Woodland Hills, California.

SETTLORS


Erasmo C. Dominguez


Nora C. Dominguez

TRUSTEE

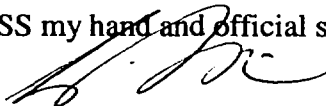

Eric C. Dominguez

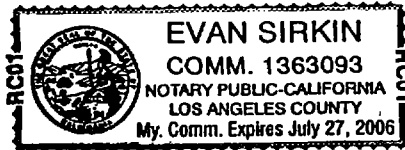
ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On July 25, 2005 before me, Evan Sirkin, a notary public in and for the State of California, personally appeared Erasmo C. Dominguez and, Nora C. Dominguez personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (SEAL)



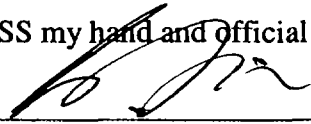
ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On July 26, 2005 before me, Evan Sirkin, a notary
public in and for the State of California, personally appeared Eric C. Dominguez personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to the within instrument and acknowledged to me that they executed the
same in their authorized capacities, and that by their signatures on the instrument, the persons, or
the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(SEAL)



SCHEDULE A
COMMUNITY PROPERTY ASSETS

1. \$200 cash.

THE N.C. FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

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N.C. FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

ARTICLE I: LIMITED PARTNERSHIP AGREEMENT

Section 1.01. Formation of Limited Partnership: This Limited Partnership Agreement (Agreement) is made as of APRIL 13, 2005 between **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ** as General Partners, and **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ**, Trustees of **THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005**, as Limited Partners (individually, a Limited Partner and collectively, the Limited Partners). The General Partners and Limited Partners are collectively referred to as the Partners, and individually as a Partner.

By this Agreement, the Partners join together to form a Limited Partnership (the Partnership) under the California Revised Limited Partnership Act and agree to all the terms of this Agreement.

Section 1.02. Limited Partnership Name: The name of the Partnership is **THE N.C. FAMILY LIMITED PARTNERSHIP**, a California Limited Partnership. The General Partner may cause the Partnership to conduct business under that name. When required, the General Partner shall sign and cause to be filed and published an appropriate fictitious business name statement under the California Fictitious Business

Name Act within thirty (30) days after the partnership begins doing business, within thirty (30) days after any subsequent change in its membership, and before the expiration of any previously filed statement. The name of the Partnership may be changed by the General Partners by giving written notice of the change to the Limited Partners and by filing a certificate of amendment or restated certificate with the Secretary of State.

Section 1.03. Place of Business: The principal place of business of the Partnership is 26505 Josel Drive, Santa Clarita, Los Angeles County, California, or at any other place within Los Angeles County, California, as may be determined from time to time by the General Partners. If the General Partners change the principal place of business of the Partnership, they must give written notice of the change of address to each Limited Partner at least thirty (30) days before that change. The Partnership will continuously maintain an office and registered agent for service of process in California. The registered agent is **Erasmus C. Dominguez**.

Section 1.04. Purpose: The purpose and character of the Partnership are to engage in any lawful act or activity as may be reasonable and necessary to further the business of the Partnership. Such activity shall not include the business of banking, insurance, or trust company business.

Section 1.05. Term: The Partnership term shall begin on the date of filing the Partnership's Certificate of Limited Partnership with the Secretary of State's Office, and continue until terminated in accordance with this Agreement.

Section 1.06. Certificate of Limited Partnership: The General Partners will immediately execute a Certificate of Limited Partnership and cause that Certificate to be filed in the office of the Secretary of State of California. Thereafter, all of the General Partners will execute and cause to be filed certificates of amendment of the Certificate of Limited Partnership (or Restated Certificates of Limited Partnership) whenever required by the California Revised Limited Partnership Act or this Agreement. The General Partners will execute and cause to be filed original or amended certificates evidencing the formation and operation of the Partnership whenever required under the laws of any other states in which the Partnership determines to do business. The General Partners will also record a certified copy of the Certificate and any amendment in the office of the county recorder in every county in which the Partnership owns real property.

ARTICLE II: DEFINITIONS

Section 2.01. Definitions: When used in this Agreement, and except as otherwise stated in this Agreement or as the context of this Agreement requires, the terms defined in this Section 2.01, for the purposes of this Agreement, have the meanings specified in this Section 2.01.

(1) "Agreement" means this Limited Partnership Agreement, as originally executed and as amended from time to time.

(2) "Assignee" means a person who has acquired a beneficial interest in the limited partnership interest of a Limited Partner, but who is not a "substituted Limited Partner."

(3) "Assigning Limited Partner" means a Limited Partner who has assigned a beneficial

interest in that Partner's limited partnership interest, but the Assignee of which has not become a "substituted limited partner."

(4) "Cash available for distribution" means total cash income from operations during any given accounting period, plus the cash proceeds, if any, from the sale or other disposition, refinancing, or liquidation of Partnership property, less cash expenses as well as any allowances or reserves for contingencies or for repair to and maintenance of properties, and anticipated obligations the General Partners in their discretion deem necessary during the same accounting period.

(5) "Code" means the Internal Revenue Code of 1986, as amended.

(6) "Distribution" means any cash distributed to the Partners from cash available for distribution.

(7) "General Partners" refers to **ERASMO C. DOMINGUEZ, and NORA C. DOMINGUEZ**, or any successor.

(8) "Limited Partner" refers to any person who is admitted to the Partnership, either as an original Limited Partner or as a substituted Limited Partner, and who executes this Agreement. A "new Limited Partner" is a Limited Partner other than an original or substituted Limited Partner who has purchased a limited partnership interest from the Partnership by making the required contribution to the Partnership.

(9) "Majority in interest of the Limited Partners" means more than fifty percent (50%) of the interests of the Limited Partners.

(10) "Net income" and "net loss" mean the net income or net loss of the Partnership as determined for the purposes of computing federal income taxes pursuant to the Internal Revenue Code in accordance with generally accepted accounting principles; provided, however, that the partnership in the discretion of the General Partner(s) may use the cash

method of accounting.

(11) "Partners" or "the Partners" refers collectively to the General Partners and the Limited Partners. Reference to "Partner" is a reference to any one of the Partners.

(12) "Partnership" refers to the Limited Partnership created under this Agreement and the Certificate of Limited Partnership to be filed with the Office of the Secretary of State pursuant to the California Revised Limited Partnership Act.

(13) "Partnership Interest" refers to any general or limited partnership interest.

(14) "Person" means an individual, partnership, limited partnership, limited liability company, corporation, trust, estate, association, or any other entity.

(15) "Spouse" means a person who (a) is legally married to and not legally separated from the other if the other is living; or (b) was married to and not legally separated from the other at the time of the other's death.

(16) "Tax Matters Partner," as defined by the Code refers to **ERASMO C.**

DOMINGUEZ, or NORA C. DOMINGUEZ or their successor, as specified in Section 3.09, below.

(17) "Vote" includes written consent.

ARTICLE III: MEMBERS OF PARTNERSHIP

Section 3.01. Original General Partners: The name of each original General Partner is as follows: **ERASMO C. DOMINGUEZ** and **NORA C. DOMINGUEZ**.

Section 3.02. Original Limited Partners: The name of each original Limited Partner is as follows: **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustees of THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005.**

Section 3.03. Admission of Additional General Partners: Subject to any other provision of this Agreement, a person may be admitted as a General Partner after the Certificate of Limited Partnership is filed only with the written consent of each General Partner and the vote or written consent of a majority in interest of the Limited Partners.

Section 3.04. Replacement of Sole Remaining General Partner: If a General Partner ceases to be a General Partner and there is one or more remaining General Partners, the Partnership shall not dissolve if the remaining General Partner or all the remaining General Partners if more than one remains, continue the business of the Partnership. If a General Partner ceases to be a General Partner and there is no remaining General Partner, one or more new General Partners may be admitted to the Partnership on the written consent of a majority in interest of the limited partnership interests of the Limited Partners; provided that the Limited Partners agree in writing to continue the business of the Partnership pursuant to Section 13.03 of this Agreement.

Section 3.05. Admission of Additional Limited Partners: Subject to the provisions of Article 10 of this Agreement, governing transfers of partnership interests, a person may acquire an interest in the Partnership directly from the Partnership and be

admitted as an additional Limited Partner on the vote of the General Partners.

Section 3.06. Admission of Substituted Limited Partner: The assignee of a limited partnership interest may be admitted as a substituted Limited Partner with the vote or written consent of all of the General Partners and a majority in interest of the Limited Partners.

Section 3.07. Amendment of Partnership Records: On admission of a General Partner or Limited Partner, the General Partners will add the name, address, contribution, and that Partner's share in Partnership profits or losses to the list of Partners kept in the principal executive office of the Partnership.

Section 3.08. Additional Partners Bound by Agreement: Before any person is admitted to the Partnership as a General or Limited Partner, that person shall agree in writing to be bound by all of the provisions of this Agreement.

Section 3.09. Tax Matters Partner:

(a) The Tax Matters Partner ("TMP") of the Partnership is **ERASMO C.**

DOMINGUEZ, a General Partner, or a successor as may be chosen by a majority in interest of the Limited Partners. The TMP will keep the Partners informed of all administrative and judicial proceedings, and furnish each Partner who so requests in writing a copy of each notice or other communication received by the TMP from the Internal Revenue Service (except any notices or communications sent directly

to the requesting Partner).

- (b) The TMP will employ experienced tax counsel to represent the Partnership in connection with any audit, examination, or investigation of the Partnership by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of that audit. The tax counsel is responsible for representing the Partnership. It is the responsibility of the General Partner(s) and of the Limited Partners, at their expense, to employ tax counsel to represent their respective separate interests.
- (c) The relationship of the TMP to the Limited Partners is that of a fiduciary, performing its fiduciary obligations as TMP in the manner that will serve the best interests of the Partnership and the Limited Partners.
- (d) The TMP is authorized to take any of the following actions without first obtaining the consent of any Partner:
 - (1) Enter into a settlement agreement with the Internal Revenue Service that purports to bind partners other than the TMP.
 - (2) File any petition contemplated by I.R.C. § 6226(a) or 6228 .
 - (3) Intervene in any action contemplated by I.R.C. § 6226(b).
 - (4) Enter into any agreement extending the period of limitations contemplated by I.R.C. § 6229(b)(1)(B).
- (e) The Partnership will indemnify the TMP against all judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative

proceeding in which the TMP is involved or threatened to be involved by reason of being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be within scope of his or her authority and for a purpose that the TMP reasonably believed to be in the best interests of the Partnership or Limited Partners. The TMP will not be indemnified under this provision against any liability to the Partnership or Limited Partners to which the TMP would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of obligations as the TMP. This indemnification is not deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Partners, or otherwise.

- (f) The TMP may resign by giving thirty (30) days' written notice to each Partner. On the resignation, death, legal incompetence, or bankruptcy of the person serving as the TMP, a successor to serve in that position will be chosen by a majority of interest of the Limited Partners.
- (g) Expenses incurred by the TMP constitute Partnership expenses and will be paid by the Partnership. The fees and expenses of tax counsel employed by the TMP to represent the Partnership constitute Partnership expenses and will be borne by the Partnership.

Section 3.10. Certificate of Interest: The interest of a Partner or assignee may be evidenced by a certificate of interest in the Partnership. The certificate will be in the form to be determined by the General Partners. The assignment and transfer of the interest represented by the certificate, and the admission of transferees of the certificate, will be determined in accordance with Articles 3 and 10 of this Agreement.

ARTICLE IV: FINANCING

Section 4.01. Capitalization: The capital contributions of the Partners, the units issued in exchange for those contributions pursuant to this Article 4, and the percentage interests of each Partner are set forth on Exhibit A. Exhibit A will be periodically revised to reflect additional contributions, transfers of Partnership Interests, and any other changes affecting the Partners or their respective capital contributions. All capital contributions constitute general funds of the Partnership available for any purpose within the Partnership's stated purpose as set forth in Section 1.04. If a Partnership Interest is transferred, the capital contributions attributable to the transferred units will continue to be attributed to those units as set forth on Exhibit A.

Section 4.02. General Partner Capital Contribution:

- (a) Each of the original General Partners named in this Agreement agrees to contribute to the capital of the Partnership as set forth in Exhibit A.
- (b) Each new or replacement General Partner admitted after the execution of this Agreement agrees to contribute, before admission to the

Partnership, a sum determined by the General Partners. In the alternative, or in addition to the contribution provided for in this Agreement, the remaining General Partners may require a General Partner who is being admitted to replace a former General Partner to purchase the interest of the former General Partner pursuant to Sections 10.04, 10.05, and 10.06 of this Agreement. These provisions are subject, however, to any requirements for approval by the Limited Partners specified elsewhere in this Agreement. If there are no remaining General Partners, the contribution and interest of a new or replacement General Partner will be determined by the Limited Partners in accordance with Section 3.04 of this Agreement.

Section 4.03. Limited Partner Capital Contribution: Each of the Limited Partners agrees to contribute to the capital of the Partnership as set forth in Exhibit A.

Section 4.04. Initial Capital Contributions From New Limited Partners: Each new Limited Partner admitted to the Partnership agrees to contribute to the capital of the Partnership an amount determined by the General Partners.

Section 4.05. Additional Capital Contributions:

- (a) No Limited Partner may be required to make any additional contributions of capital to the Partnership.
- (b) The General Partner(s) may propose that additional capital contributions

be made to the Partnership whenever funds are required for the Partnership's stated purpose as set forth in Section 1.04. The General Partner(s) must notify all Limited Partners of any proposal for additional capital contributions. A proposal for additional capital contributions must be adopted on the approval of the General Partner(s) and a majority in interest of the Limited Partnership Units. All Partners must be promptly notified of any approved proposal for additional capital contributions. Unless otherwise agreed by all Partners, all additional capital contributions are to be made in proportion to the percentage interests of the Partners.

- (c) *If any Partner fails to remit his or her share of an approved additional capital contribution within thirty (30) days after the date scheduled for additional capital contributions, the Partners who have remitted their share may elect to advance the amounts necessary to cover the noncontributing Partner's portion of the additional capital contribution. Each contributing Partner has the right but is not obligated to contribute the portion attributable to his or her proportion of the units held by the contributing Partners. A majority in interest of the contributing Partners may elect to handle these additional capital contributions as follows:*

(1) Treat these additional capital contributions as loans to the Partnership, bearing interest at a rate of ten-percent (10%) compounded annually. These loans, with interest, must be paid in full

before any distributions pursuant to a dissolution of the Partnership.

(2) Elect to issue new Partnership units in exchange for these additional capital contributions. The number of units issued will be determined by the General Partner(s) based on the fair market value of the Partnership's assets at the time of the contribution.

Section 4.06. Interest on Contributions: No interest will be paid on any capital contributions to the Partnership capital.

Section 4.07. Withdrawal and Return of Capital: Withdrawal and Return of Capital

- (a) No Partner may withdraw any portion of the capital of the Partnership and no Partner, General or Limited, is entitled to the return of that Partner's contribution to the capital of the Partnership except on the dissolution of the Partnership or the withdrawal of that Partner from the Partnership and that Partner's compliance with Sections 10.02 and/or 10.03 of this Agreement.
- (b) No Partner is entitled to demand the distribution of Partnership property other than cash as part of the return of that Partner's capital contribution to the Partnership.
- (c) No Limited Partner has a priority over any other Limited Partner as to the return of a contribution on the dissolution of the Partnership.

**ARTICLE V: ALLOCATION AND DISTRIBUTION
OF PROFITS AND LOSSES**

Section 5.01. Allocation of Profits and Losses: The net profits of the Partnership are allocated to, and any net losses suffered by the Partnership will be borne by, the Partners in proportion to their capital contributions.

Section 5.02. Distribution of Cash Available for Distribution: The cash available for distribution, as determined by the General Partners, will be distributed to the Partners in the proportions specified in Section 5.01 at the close of each calendar quarter. In determining the cash available for distribution, the General Partner may take into account accounts payable; the need for working capital for anticipated operating expenses, capital improvements and replacements; and any contingent liabilities of the Partnership.

Section 5.03. Distributions Other Than Cash: No Partner has the right to receive property other than money on the distribution of profits. No Partner may be compelled to accept the distribution of any asset in kind from the Partnership in lieu of any distribution of money due that Partner.

Section 5.04. Priorities Among Limited Partners: No Limited Partner is entitled to any priority or preference over any other Limited Partner as to the distribution of cash available for distribution.

ARTICLE VI: MANAGEMENT OF PARTNERSHIP AFFAIRS

Section 6.01. Control and Management: The General Partners have the sole and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partners have the power and authority to take any action from time to time as they may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Partnership, including without limitation, the power to do the following:

- (1) Acquire property, including real or personal property, for the use of the Partnership on the terms and conditions as the General Partners may, from time to time, determine to be advantageous to the Partnership;
- (2) Dispose of Partnership property, either in the ordinary course of the business of the Partnership or, from time to time, when the General Partners deem the disposition to be in the best interests of the Partnership;
- (3) Finance the Partnership's activities by borrowing money from third parties on the terms and under the conditions as the General Partners deem appropriate. When money is borrowed for Partnership purposes, the General Partners are authorized to pledge, mortgage, encumber, or grant a security interest in Partnership properties as security for the repayment of those loans;
- (4) Employ, retain, or otherwise secure the services of any personnel or firms deemed necessary by the General Partners for or to facilitate the conduct of Partnership business affairs, all on the terms and for the consideration as the General Partners deem advisable;

and

(5) Take any and all other action permitted by law that is customary in or reasonably related to the conduct of the Partnership business or affairs.

If there is more than one General Partner, each General Partner may act separately for the Partnership. In the event of a dispute concerning or regarding a matter or action to be taken, the dispute shall be resolved by a vote of a majority interest of the General Partnership, determined on a percentage basis of general partnership interests owned by each General Partner. Notwithstanding the foregoing, any act of dissolution or an act that could reasonably lead to dissolution shall require the unanimous vote of the General Partners.

Section 6.02. Restrictions on Limited Partners:

- (a) The Limited Partners take no part in and have no control over the partnership's management and operations.
- (b) The Limited Partners have no obligation or right to take part, directly or indirectly, in the general, day-to-day conduct of the business of the Partnership, except as otherwise permitted in this Agreement and except for the following:
 - (1) Acting as a contractor for or an agent or employee of the Partnership or a General Partner, or an officer, director, or shareholder of a corporate General Partner.
 - (2) Consulting with and advising a General Partner with regard to the business of the Partnership.
 - (3) Acting as surety for the Partnership or guaranteeing one or more

specific debts of the Partnership.

(4) Approving or disapproving an amendment to this Agreement.

- (c) Any compensation that the Partnership pays to a Limited Partner or his or her Affiliate under this section shall be treated as a payment made under IRC §707(a) or (c).

Section 6.03. Standard of Care of General Partners: The General Partners must exercise ordinary business judgment in managing the affairs of the Partnership. Unless fraud, deceit, or a wrongful taking is involved, the General Partners are not liable or obligated to the Limited Partners for any mistake of fact or judgment made by the General Partners in operating the business of the Partnership that results in any loss to the Partnership or its Partners. The General Partners do not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. The General Partners are not responsible to any Limited Partner because of a loss of that Partner's investment or a loss in operations, unless the loss has been occasioned by fraud, deceit, or a wrongful taking by the General Partners.

Section 6.04. Authority for Use of Nominees: All Partners recognize that practical difficulties exist in doing business as a Limited Partnership, occasioned by third parties seeking to determine the capacity of the General Partners to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners specifically authorize the General Partners to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the

purpose of this Partnership, either in their own names or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partners decide to transact the Partnership business in their own names or in the name of a nominee, they shall place a written declaration of trust in the Partnership books and records that acknowledges the capacity in which the nominee acts and the name of the Partnership as the true or equitable owner.

Section 6.05. Removal of General Partners:

- (a) Any General Partner may be removed only for cause and only by the affirmative vote of one-hundred percent (100%) in interest of the Limited Partners who are not also General Partners. However, the Limited Partners may not remove a General Partner solely because he or she has assigned all of his or her interest in the Partnership to a third party. Written notice of a General Partner's removal must be served on that Partner by certified mail. The notice must set forth the day on which the removal is to be effective, and that date may not be less than thirty (30) days after the service of notice on the General Partner. If there is no other remaining General Partner, and the Limited Partners fail to elect a new General Partner pursuant to Section 3.04 of this Agreement within thirty (30) days after the removal becomes effective, the Partnership will be dissolved and its business wound up and terminated.
- (b) If the removal of a General Partner does not cause the dissolution of the

Partnership, the General Partner's interest may be purchased pursuant to Sections 10.04 or 10.05 of this Agreement. Otherwise, removal causes that Partner's interest in the Partnership to be converted to that of a Limited Partner. A former General Partner whose interest has been converted to that of a Limited Partner has the same rights and obligations under this Agreement as any other Limited Partner.

ARTICLE VII: BOOKS, RECORDS, AND ACCOUNTS

Section 7.01. Partnership Accounting Practices:

- (a) The Partnership books shall be kept on a cash basis. The Partnership books shall be closed and balanced and audited by an independent certified public accountant at the end of each fiscal year of the Partnership.
- (b) The fiscal year of the Partnership is the calendar year.

Section 7.02. Maintenance of Records and Accounts: At all times, the General Partners must maintain or cause to be maintained true and proper books, records, reports, and accounts in which all Partnership transactions will be entered fully and accurately. The books and records of the Partnership will be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes.

Section 7.03. Required Records. The General Partners must maintain at the principal executive office of the Partnership within California all of the following records:

- (1) A current list of the full name and last known business or residence address of each Partner and assignee, set forth in alphabetical order, together with the capital contributions, Capital Account (as defined in Section 7.09 of this Agreement), units, and the percentage interest of each Partner.
- (2) A copy of the Certificate of Limited Partnership and all certificates of amendment (or the Restated Certificate of Limited Partnership), together with executed copies of any powers of attorney pursuant to which any certificate has been executed.
- (3) Copies of the Partnership's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years.
- (4) Copies of this Agreement and all amendments to this Agreement, together with executed copies of any related powers of attorney.
- (5) Copies of the financial statements of the Partnership for the six most recent fiscal years.
- (6) The Partnership's books and records for at least the current and past four fiscal years.

Section 7.04. Delivery of Records to Limited Partners: On the request of any Limited Partner for purposes reasonably related to that Partner's interest, or the Partner's agent or attorney, the General Partner(s) will promptly deliver to that Partner, or to his or her agent or attorney, at the expense of the Partnership, a copy of any of the following:

- (1) The current list of each Partner's name, address, capital contributions, Capital Account (as defined in Section 7.09 of this Agreement), units, and the percentage interest

of each Partner.

(2) The Certificate of Limited Partnership, as amended, and any powers of attorney pursuant to which any certificate was executed.

(3) This Agreement, as amended.

Section 7.05. Access to Records by Limited Partners: Each Limited Partner and/or each Limited Partner's duly authorized representative, attorney, or attorney-in-fact has the right, for purposes reasonable related to that Partner's interest,

(1) To inspect and copy, during normal business hours, any Partnership records that the Partnership is required to maintain, pursuant to Section 7.02 of this Agreement.

(2) To obtain from the General Partner(s), promptly after becoming available, a copy of the Partnership's federal, state, and local income tax or information returns for each year.

Section 7.06. Amendments to Agreement: The General Partner(s) will promptly furnish any Limited Partner who executed a power of attorney authorizing a General Partner to execute an amendment to this Agreement with a copy of any amendment to this Agreement executed by a General Partner pursuant to that power of attorney. As used in this Section, the term "promptly" means within five (5) business days after the execution of the amendment.

Section 7.07. Income Tax Data: The General Partner(s) will send to each Partner, within thirty (30) days after the end of each taxable year, such information as is necessary for each Partner to complete his or her federal and state income tax or

information returns.

Section 7.08 Partnership Tax or Information Returns: The General Partner(s) will send to each Partner a copy of the Partnership's federal, state, and local income tax or information returns for each taxable year within thirty (30) days after the end of each taxable year.

Section 7.09. Capital Accounts: The Partnership will establish and maintain individual Capital Accounts for each General Partner and Limited Partner in accordance with the Partnership's method of accounting, I.R.C. § 704(b), the regulations thereunder, and the following provisions:

(1) The fair market value of a Partner's initial capital contribution to the Partnership; any additional contributions to the Partnership, such as a Partner's distributive share of profits; any amounts transferred to the Capital Account from that Partner's income account pursuant to this Agreement; and the amount of any Partnership liabilities assumed by the Partner will be credited to each Partner's Capital Account.

(2) Each Partner's Capital Account will be debited for the amount of cash and the fair market value of any property distributed to the Partner pursuant to this Agreement, the Partner's distributive share of losses, and the amount of any liabilities of the Partner that are assumed by the Partnership or that is secured by property contributed by the Partner to the Partnership.

(3) The Capital Account also includes a pro rata share of the fair market value of any property contributed to the Partnership by a nonpartner.

(4) If the Partnership makes a non-pro rata distribution to any Partner, the Capital Accounts of the other Partners will be adjusted to reflect the fair market value of Partnership assets immediately before the capital distribution.

(5) If any Partnership Interest is transferred in accordance with this Agreement, the transferee succeeds to the Capital Account of the transferor, to the extent of the transferred interest.

Section 7.10. Income Accounts: An individual income account will be maintained for each Partner. At the close of each fiscal year, each Partner's share of the net profits or net losses of the Partnership will be credited or debited to, and that Partner's distributions received during each fiscal year will be deducted from, that Partner's income account, and any resulting balance or deficit shall be transferred to or charged against that Partner's Capital Account, as defined in Section 7.09 of this Agreement.

Section 7.11. Banking: The General Partner(s) will open and maintain a separate bank account in the name of the Partnership with _____ [name of bank], in which there shall be deposited all of the funds of the Partnership. No other funds may be deposited in the account. The funds in that account must be used solely for the business of the Partnership, and all withdrawals from that account are to be made only on checks signed by any of the General Partners or persons whom the General Partners may designate from time to time.

Section 7.12. Grant of Special Power of Attorney:

- (a) By their execution of this Agreement, the Limited Partners, jointly and severally, irrevocably constitute and appoint the General Partner(s), **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ**, with full power of substitution, to be their true and lawful attorney in fact, in their name, place and stead, to make, execute, sign, acknowledge, deliver, record, and file, on behalf of them and on behalf of the Partnership, the following:
- (1) Deeds of trust, security agreements, and transfer documents.
 - (2) Assignments of Partnership Interest or other documents of transfer to be delivered in connection with the transfer or purchase of a partnership interest.
 - (3) A Certificate of Limited Partnership, any amendments to that Certificate, and any other certificates or instruments that may be required to be filed by the Partnership or the Partners under the laws of California and any other jurisdiction whose laws may be applicable to the Partnership.
 - (4) A Certificate of Cancellation of the Partnership and any other instruments or documents as may be deemed necessary or desirable by the General Partner on the termination of the Partnership business.
 - (5) Any and all amendments to the instruments described above in Subparagraphs (1) through (4) or this Section 7.12 of this Agreement,

provided that those amendments are either required by law to be filed, are consistent with this Agreement, or have been authorized by the particular Limited Partners.

- (6) Any document or instrument needed to reflect any reduction in a Limited Partner's Capital Account or percentage interest.
- (7) Any and all other instruments or documents that may be deemed reasonably necessary or desirable by the General Partner(s) to carry out fully the provisions of this Agreement in accordance with its terms.
- (b) This grant of authority is a Special Power of Attorney coupled with an interest, is irrevocable, and survives the granting Limited Partner's death, incapacity or dissolution.
- (c) This grant of authority survives the delivery of an assignment by a Limited Partner of the whole or any portion of the partner's interest.
- (d) The General Partner(s) may exercise this special power of attorney by a facsimile signature, or by listing all of the Limited Partners executing any instrument with a single signature as attorney in fact for all of them.

Section 7.13. Insurance: The General partners may obtain insurance that the General Partners deem reasonably necessary for the proper protection of the Partnership and the Partners. The Partnership shall bear the cost of the Insurance.

ARTICLE 8: RIGHTS, POWERS, DUTIES, AND RESTRICTIONS OF PARTNERS

Section 8.01. General Partners' Exclusive Right to Manage: The General Partners have full and exclusive charge and control of the management, conduct, and operation of the Partnership in all matters and respects. In the event of a dispute concerning or regarding a matter or action to be taken, the dispute shall be resolved by a vote of a majority interest of the General Partners, determined on a percentage basis of general partnership interests owned by each General Partner. Notwithstanding the foregoing, any act of dissolution or an act that could reasonably lead to dissolution shall require the unanimous vote of the General Partners.

Section 8.02. Devotion of Time by General Partner(s): The General Partner(s) must devote the level of care, attention, and business capacity to the affairs of the Partnership as may be reasonably necessary and appropriate to carry out his or her obligations under this Agreement. In this connection, the Partners acknowledge that any General Partner may be the Manager or General Partner of other partnerships and may continue to manage other partnerships, and may continue to engage in other types of businesses, whether or not competitive with the business of the Partnership.

Section 8.03. Limitation on Partnership Obligations: A Partner shall have no obligation to present any investment opportunity to the Partnership, even if the opportunity is of a character consistent with the purpose of the Partnership and which, if

presented to the Partnership, could be taken by the Partnership. Each Partner shall have the right to take for the Partners' own account or to recommend to others any investment opportunity. The Partners shall have no duties or obligations to one another except those expressly stated in this Agreement.

Section 8.04. Voting Rights of General Partners: All General Partners have equal rights in the management and conduct of the Partnership business. Any difference arising with regard to the ordinary course of the Partnership business will be decided by a majority of the General Partners.

Section 8.05. Restrictions on General Partner(s): Except as otherwise expressly provided in this Agreement, each/the General Partner is subject to all the restrictions imposed on General Partners by the California Revised Limited Partnership Act and the California Uniform Partnership Act, and has all the rights and powers granted to General Partners under those statutes.

Section 8.06. Reimbursement of Expenses, Compensation, and Indemnification of General Partners: The General Partner(s) shall be entitled to reimbursement from the Partnership for those costs that a General Partner reasonably incurs in the proper conduct of the Partnership's business. The General Partner(s) shall be entitled to reasonable annual compensation for his/her/their services to the Partnership. Any compensation that the Partnership pays to a General Partner shall be treated as a payment made under IRC §707(a) or (c), as appropriate. This compensation

will be deducted by the Partnership as an ordinary and necessary expense of the Partnership business before determination of net profits or cash available for distribution. The Partnership shall bear the cost of all expenditures and liabilities that the General Partners incur in the proper conduct of the Partnership's business. To the extent of its assets, the Partnership shall indemnify, defend, and hold harmless each General Partner from and against any and all losses expenses, damages, and liabilities, arising out of or in connection with the operation of the Partnership's business, except for those matters arising by reason of a General Partner's fraud, gross negligence, willful misconduct, or violation of this Agreement.

Section 8.07. Voting Rights of Limited Partners:

- (a) In addition to any other voting rights granted the Limited Partners under this Agreement, the Limited Partners have the right to vote on the following matters:
- (1) The dissolution and winding up of the Partnership, pursuant to Section 13.02;
 - (2) The merger of the Partnership or the sale, exchange, lease, mortgage, pledge, or other transfer of, or granting a security interest in, all or a substantial part of the assets of the Partnership other than in the ordinary course of its business;
 - (3) An election to continue the business of the Partnership when a General Partner ceases to be a General Partner and no General Partner remains.

- (b) All of the actions specified in Subparagraph (a) of this Section 8.07 of this Agreement may be taken following the vote of a majority in interest of the Limited Partners.
- (c) The Limited Partners have the right to vote on the admission of an additional General Partner. Except as specifically provided in Subparagraphs (d) and (e) of this Section 8.07 or any other provision of this Agreement, the admission of an additional General Partner may be accomplished on the affirmative vote of a majority in interest of the Limited Partners.
- (d) The Limited Partners have the right to vote on an election to continue the business of the Partnership and the admission of one or more General Partners after all General Partners have ceased to be General Partners. These actions may only be taken on the approval by a majority of the Limited Partners.
- (e) The Limited Partners have the right to vote on any other matters related to the business of the Partnership that are made subject to the approval or disapproval of the Limited Partners by this Agreement.

Section 8.08. Loans to the Partnership: Nothing in this Agreement prevents a Partner from lending money to the Partnership on a promissory note or similar evidence of indebtedness for a reasonable rate of interest. Any Partner lending money to the Partnership has the same rights and risks regarding the loan as would be any person or entity making the loan who was not a member of the Partnership.

Section 8.09. Transaction of Business With Partnership: Except as otherwise provided in this Agreement, a Partner may transact other business with the Partnership. If any Partner transacts business with the Partnership, that Partner has the same rights and obligations with regard to the Partnership as a person who is not a Partner.

Section 8.10. Partners Engaging in Other Business: Except as otherwise provided in Section 8.02 of this Agreement, any of the Partners may engage in or possess an interest in other business ventures of every nature and description independently or with others. Neither the Partnership nor the Partners have any right by virtue of this Agreement in and to any independent ventures or to the income or profits derived from them.

ARTICLE IX: PARTNERSHIP MEETINGS

Section 9.01. Call and Place of Meetings:

- (a) Meetings of the Partners will be held at any place selected by the person or persons calling the meeting at the call and pursuant to the written request of the General Partners, or of Limited Partners representing more than 10 percent (10%) of the interests of Limited Partners, for consideration of any of the matters as to which Limited Partners are entitled to vote pursuant to Section 8.07 of this Agreement.
- (b) The Partners may participate in a meeting through the use of conference telephones (or similar communications equipment), providing that all

Partners participating in the meeting can hear one another.

Participation in this type of telephone meeting constitutes presence in person at the meeting.

(c) Partners must also meet annually by December 31 of each year.

Section 9.02. Notice of Meeting: In the case of a meeting pursuant to Section 9.01, subsection (a), of this Agreement, immediately on receipt of a written request stating that the Partner or Partners request a meeting on a specific date (which date shall not be less than ten (10) nor more than sixty (60) days after the receipt of the request by the General Partner(s)), or in the case of each annual meeting pursuant to Section 9.01, subsection (c), of this Agreement, the General Partner(s) must give notice of the meeting to all Partners entitled to vote, as determined in accordance with Section 14.01 of this Agreement. Valid notice may not be given less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice must state the place, date, and hour of the meeting and the general nature of the business to be transacted. No business other than the business stated in the notice of the meeting may be transacted at the meeting. Notice must be given personally or by mail addressed to each Partner entitled to vote at the meeting at the address for the Partner appearing on the books of the Partnership.

Section 9.03. Quorum: At any duly held or called meeting of Partners, a majority in interest of the Limited Partners represented by proxy or in person constitutes a quorum. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the

withdrawal of enough Partners to leave less than a quorum, if any action taken, other than adjournment, is approved by the requisite percentage of interests of Limited Partners.

Section 9.04. Adjournment of Meetings: A Partnership meeting at which a quorum is present may be adjourned to another time or place, and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the vote of a majority of the interests represented either in person or by proxy. Notice of the adjourned meeting need not be given to Partners entitled to notice if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless

- (1) The adjournment is for more than forty-five (45) days, or
- (2) After the adjournment, a new record date is fixed for the adjourned meeting, in which case notice of the adjourned meeting shall be given to each Partner of record entitled to vote at the adjourned meeting.

Section 9.05. Meetings Not Duly Called, Noticed, or Held: The transactions of any meeting of Partners, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if a quorum is present at that meeting, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs either a written waiver of notice as defined in Section 9.06 of this Agreement, a consent to the holding of the meeting as defined in Section 9.07 of this Agreement, or an approval

of the minutes of the meeting.

Section 9.06. Waiver of Notice: Attendance of a Partner at a meeting constitutes waiver of notice, except when that Partner objects, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting. Any partner approval at a meeting (other than unanimous approval by Limited Partners of an election to continue the business of the Partnership after the retirement, death, or adjudication of incompetence of a General Partner) is valid only if the general nature of the proposal is stated in any written waiver of notice.

Section 9.07. Consent to Action Without Meeting: Any action that may be taken at any meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Partners having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Partners entitled to vote on the matter were present and voted. If the Limited Partners are requested to consent to a matter without a meeting, each Partner shall be given notice of the matter to be voted on in the manner described in Section 9.02. If any General Partner, or Limited Partners representing more than ten-percent (10%) of the interests of the Limited Partners, requests a meeting for the purpose of discussing or voting on the matter so noticed, notice of a meeting shall be given pursuant to Section

9.02, and no action may be taken until the meeting is held. Unless delayed by a request for and the conduct of a meeting, any action taken without a meeting is effective fifteen (15) days after the required minimum number of voters has signed consents to action without a meeting; however, the action is effective immediately if all General Partners and Limited Partners representing at least ninety-percent (90%) of the interests of the Limited Partners sign consent to the action without a meeting.

Section 9.08. Proxies:

- (a) Every Partner entitled to vote may authorize another person or persons to act by proxy with regard to that Partner's interest in the Partnership.
- (b) Any proxy purporting to have been executed in accordance with Section 9.08 of this Agreement is presumptively valid.
- (c) No proxy is valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy. Subject to Subparagraphs (f) and (g) of this Section 9.08, every proxy continues in full force and effect until revoked by the person executing it. The dates contained on the proxy forms presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.
- (d) A proxy is not revoked by the death or incapacity of the person executing it, unless (except as provided in Subparagraph (f) of this Section 9.08), before the vote is counted, written notice of the death or incapacity of the maker is received by the Partnership.

- (e) Revocation of a proxy is effected by a writing delivered to the Partnership stating that the proxy is revoked or by a subsequent proxy executed by the Partner who executed the original proxy or, as to any meeting, by the attendance and exercise of the right to vote at that meeting by the Partner who executed the proxy.
- (f) A proxy that states that it is irrevocable is irrevocable for the period specified in the proxy when it is held by any creditor or creditors of the Partnership or the Partner who extended or continued credit to the Partnership or the Partner in consideration of the proxy, if the proxy states that it was given in consideration of that credit and also states the name of the person extending or continuing credit. In addition, a proxy may be made irrevocable (notwithstanding Subparagraph (d) of this Section 9.08) if it is given to secure the performance of a duty or to protect a title, either legal or equitable, until the happening of events that, by its terms, discharge the obligations secured by it.
- (g) Notwithstanding the period of irrevocability specified in the proxy as provided in Subparagraph (f) of this Section 9.08, the proxy becomes revocable when the debt of the Partnership or Partner is paid.
- (h) A proxy may be revoked, notwithstanding a provision making it irrevocable, by the assignment of the interest in the Partnership of the Partner who executed the proxy to an assignee without knowledge of the existence of the proxy and the admission of that assignee to the Partnership as a Partner.

- (i) The General Partner(s) may, in advance of any Partnership meeting, prescribe additional regulations concerning the manner of execution and filing of proxies and their validation.

ARTICLE X: TRANSFER OF INTERESTS

Section 10.01. Conditions for Transfer: A Limited Partner may sell, assign, transfer, encumber, or otherwise dispose of an interest in the Partnership subject to the provisions of this Article 10.

Section 10.02. Permitted Transfers:

- (a) If a Limited Partner receives a bona fide offer for the purchase of all or a part of that Limited Partner's interest in the Partnership, that Limited Partner must either refuse that offer or give the General Partners written notice setting out full details of that offer. The notice must specify, among other things, the name of the offeror, the percentage of interest in the Partnership covered by the offer, the terms of payment, whether for cash or credit and, if on credit, the time and interest rate, as well as all other consideration being received or paid in connection with the proposed transaction, and all other terms, conditions, and details of the offer.
- (b) On receipt of the notice with regard to that offer, the General Partner(s) has/have the exclusive right and option, exercisable at any time during

a period of thirty (30) days from the date of the notice, to purchase the interest in the Partnership covered by the offer in question at the same price and on the same terms and conditions of the offer as set out in the notice. If the General Partner(s) decide(s) to exercise the option, the General Partner(s) must give written notice to that effect to the Limited Partner desiring to sell, and the sale and purchase must be consummated within thirty (30) days. If the General Partner(s) does/do not elect to exercise his/her/their option or waive(s) his/her/their rights in writing, the selling Limited Partner must be so notified in writing and, subject to any prohibitions or restrictions on transfer imposed by the General Partner(s) for purposes of compliance with applicable securities law, is free to sell the interest in the Partnership covered by the offer, if the sale is consummated within ninety (90) days, or the interest once again becomes subject to the restrictions of this Article 10 of this Agreement. The sale, if permitted, must be made strictly on the terms and conditions and to the person described in the required notice.

(c) If the General Partner(s) fail(s) to purchase all of the portion of the selling Limited Partner's interest in the Partnership specified in the notice to the General Partner(s) provided in Section 10.02 of this Agreement, the General Partner(s) shall, at the expiration of thirty (30) days after receipt by the General Partner(s) of that notice, transmit a copy of the notice to each of the remaining Limited Partners. Each of the remaining Limited Partners shall have sixty (60) days after the

mailing of that notice to serve on the General Partner(s) notice in writing of that Limited Partner's intention to purchase (on the terms and conditions set forth in the selling Partner's notice) that portion of the selling Partner's interest as the offering Partner's interest in the capital of the Partnership bears to the total interest of all capital of the Partnership. Provided, however, if any Limited Partner fails to purchase a proportionate share of the interest offered by the selling Partner, notice of that fact shall be given to each Limited Partner by the General Partner(s), and the interest may be purchased by anyone or more of the other Limited Partners.

- (c) Any assignment made to anyone, not already a Partner, is effective only to give the assignee the right to receive distributions, and allocations of income, gain, loss, deduction, credit, or similar items to which the assignor would otherwise be entitled does not relieve the assignor from liability under any agreement to make additional contributions to capital; does not relieve the assignor from liability under the provisions of this Agreement; and does not give the assignee the right to become a substituted Limited Partner. Neither the General Partners nor the Partnership are required to determine the tax consequences to a Limited Partner or the Limited Partner's assignee, arising from the assignment of a Limited Partnership interest. The Partnership will continue with the same basis and Capital Account for the assignee as was attributable to the former owner who assigned the Limited

Partnership interest. The Partnership interest of the General Partner(s) cannot be voluntarily assigned or transferred except pursuant to Section 10.04 of this Agreement or when the transfer occurs by operation of law.

Section 10.03. Death, Bankruptcy, or Incompetence of Limited Partner: If any Limited Partner dies or is adjudged incompetent or bankrupt by any court of competent jurisdiction, the remaining General and Limited Partners have an option to purchase the Partnership interest of that Limited Partner by paying to the person legally entitled to that interest, within ninety (90) days after the date of death or the adjudication of incompetency or bankruptcy, the fair market value of that Partnership interest rather than for the fair market value of the pro rata share of the underlying assets of the Partnership represented by the limited Partnership Interest as determined by an independent appraiser. Each remaining General and Limited Partner has the right to purchase that proportionate part of the deceased, incompetent, or bankrupt Limited Partner's interest in the Partnership as the remaining Partner's interest in the capital of the Partnership bears to the total interest of all capital of the Partnership. Provided, however, if any remaining General or Limited Partner fails to purchase a proportionate share of the interest offered by the selling Partner, notice of that fact must be given to each General and Limited Partner, and it may be purchased by anyone or more of the remaining General or Limited Partners.

Section 10.04. Option to Buy Terminated Interest of General Partner: When any General Partner ceases to be a General Partner, the remaining General Partner(s) may continue the Partnership business and may purchase the interest of that General Partner ("the withdrawing General Partner") in the assets and goodwill of the Partnership. The remaining General Partner(s) has/have an option, exercisable by him/her/them at any time within ninety (90) days after the date on which the withdrawing General Partner ceases to be a General Partner, to purchase the withdrawing General Partner's interest by paying to the person legally entitled the value of that interest determined as provided in Section 10.06 of this Agreement.

Section 10.05. Sale to New General Partner: When any General Partner ceases to be a General Partner, and the remaining General Partner(s) is/are unable or unwilling to exercise the option provided for in Section 10.04 of this Agreement, the interest of the withdrawing General Partner may be purchased by a new General Partner during the option period set forth in Section 10.04 of this Agreement, on admission of the new General Partner to the Partnership and on payment of the value of that interest determined as provided in Section 10.06 of this Agreement.

Section 10.06. Purchase Price for General Partner's Interest: The value of the interest of a withdrawing General Partner, for the purposes of Section 10.04 of this Agreement, is the fair market value of that interest as determined by appraisal as of the date on which the General Partner ceased to be a General Partner of the Partnership. The withdrawing General Partner shall also be entitled to the General Partner's distributive

share of any net profits earned by the Partnership up to the date on which the withdrawing General Partner ceased to be a General Partner of the Partnership if that amount is disregarded in determining the fair market value of the General Partner's interest.

Section 10.07. Duties of Remaining General Partners: On the purchase and sale of a withdrawing General Partner's interest, the remaining General Partners will assume all obligations of the Partnership and shall hold the withdrawing General Partner, the personal representative and estate of the withdrawing General Partner, and the property of the withdrawing General Partner free and harmless from all liability for those obligations. Further, the remaining General Partners, at their own expense, must immediately amend the Certificate of Limited Partnership as required by the California Revised Limited Partnership Act, and cause to be prepared, executed, acknowledged, filed, served, and published all other notices required by law to protect the withdrawing General Partner or the personal representative and estate of the withdrawing General Partner from all liability for the future obligations of the Partnership business.

Section 10.08. Creditor Action: If any Partner is subject to a creditor action, charging order, or a threatened court ordered foreclosure, the Partnership or remaining Partners who are not affected by the creditor action, charging order, or foreclosure will have the option to Purchase the affected interest.

ARTICLE XI: LIABILITIES OF PARTNERS

Section 11.01. Liability of General Partners: Except as otherwise provided in this Agreement, the liability of the General Partner(s) arising from the conduct of the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted.

Section 11.02. Liability of Limited Partners: Except as expressly stated in this Agreement, the liability of the Limited Partners is restricted and limited to the amount of the actual capital contributions each Limited Partner makes or agrees to make to the Partnership. No Limited Partner is personally liable for any debt, obligation, or liability of the Partnership. The Limited Partners may not be required to pay to the Partnership or to any other Partner any deficit or negative balance that may periodically exist in their respective Capital Accounts (as defined in Section 7.09 of this Agreement) as a result of any allocation made in accordance with this Agreement.

ARTICLE XII: PROHIBITED TRANSACTIONS

Section 12.01. Specified Acts: During the time of the organization or continuance of this Partnership, neither the General nor Limited Partners may take, and the Partners specifically promise not to do, any of the following actions:

(1) Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership business.

- (2) Disclose to any nonpartner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community.
- (3) Do any other act or deed with the intention of harming the business operations of the Partnership.
- (4) Do any act contrary to this Agreement, except with the prior express written approval of all Partners.
- (5) Do any act that would make it impossible to carry on the intended or ordinary business of the Partnership.
- (6) Confess a judgment against the Partnership.
- (7) Abandon or transfer or dispose of real or personal Partnership property.

Section 12.02. Use of Partnership Assets: The General Partner(s) may not use, and specifically promise(s) not to use, directly or indirectly, the assets of this Partnership for any purpose other than conducting the business of the Partnership, for the full and exclusive benefit of all its Partners.

ARTICLE XIII: DISSOLUTION OF THE PARTNERSHIP

Section 13.01. Dissolution and Winding Up: The Partnership will be dissolved, and its affairs will be wound up, on the expiration of the term provided for the existence of the Partnership in Section 1.05 of this Agreement or on the occurrence of any of the events specified in Sections 13.02 through 13.05 of this Agreement, whichever is the first to occur.

Section 13.02. Dissolution by Consent: The Partnership will be dissolved on any date specified in a consent to dissolution signed by all of the General Partners and a majority in interest of the Limited Partners.

Section 13.03. Dissolution on Loss of General Partner:

- (a) The Partnership will dissolve and its affairs will be wound up when a General Partner ceases to be a General Partner under this Agreement, unless (1) at the time there is at least one other General Partner and the remaining General Partner, or all the General Partners if more than one remains, continue the business of the Partnership, or (2) if no General Partner remains, the Limited Partners take the actions described in Subparagraph (b) of Section 13.03 of this Agreement.
- (b) If a General Partner ceases to be a General Partner and there is no remaining General Partner, the Partnership will dissolve and its affairs will be wound up a majority in interest of the Limited Partners agree in writing to continue the business of the Partnership and admit one or more new General Partner(s) within six months after the last remaining General Partner ceased to be a General Partner.

Section 13.04. Dissolution on Sale or Disposition of Assets: The Partnership will be dissolved and its affairs wound up when its assets are sold or otherwise disposed of and the only property of the Partnership consists of cash available for distribution to the Partners, and there are no reasonably current plans to reinvest that cash; provided,

however, that a disposition of the Partnership's assets shall require the consent of all General Partners and a majority in interest of the Limited Partners.

Section 13.05. Dissolution by Judicial Decree: The Partnership will be dissolved and its affairs wound up when required by a decree of judicial dissolution entered under Corp. Code § 15682[Deering's] .

Section 13.06. Responsibility for Winding Up:

- (a) On dissolution of the Partnership, the Partnership will continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of creditors. The affairs of the Partnership will be wound up by any General Partner(s) who has/have not wrongfully caused the dissolution.
- (b) If no General Partner is available to wind up the affairs of the Partnership, or the only remaining General Partner(s) fail(s) to wind up the affairs of the Partnership, one or more Limited Partners may wind up the affairs of the Partnership.
- (c) If a Limited Partner is authorized to wind up the affairs of the Partnership, the Certificate of Limited Partnership must be amended to add the name and the business, residence, or mailing address of each Limited Partner winding up the Partnership's affairs. Any Limited Partner winding up the Partnership's affairs may not be subject to liability as a General Partner based on this amendment. Any remaining General

Partner(s) not winding up the Partnership's affairs need not execute the Certificate of Amendment.

- (d) If one or more Limited Partners wind up the affairs of the Partnership, those Limited Partners are entitled to reasonable compensation.
- (e) The Partners responsible for winding up the affairs of the Partnership must give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Partnership.

Section 13.07. Liquidation and Distribution: The person or persons responsible for winding up the affairs of the Partnership pursuant to Section 13.06 of this Agreement will take full account of the Partnership assets and liabilities, liquidating the assets of the Partnership as promptly as is consistent with obtaining the fair value of those assets, and applying and distributing the proceeds in the following order:

(1) To creditors of the Partnership, including Partners who are creditors to the extent permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for any of the following:

(a) Distributions owing to Partners before their withdrawal from the Partnership and before the dissolution and winding up of the Partnership.

(b) Distributions owing to Partners on their withdrawal from the Partnership.

(2) Except as otherwise provided in this Agreement, to Partners and former Partners in satisfaction of liabilities for distributions owing to them before their withdrawal from the Partnership and before dissolution and winding up of the Partnership and on their

withdrawal from the Partnership.

(3) To the Partners in accordance with the provisions set forth in this Agreement for the distribution of the assets of the Partnership.

Section 13.08. Filing Certificate of Dissolution: As soon as possible after the occurrence of any of the dissolution events specified in Sections 13.02 through 13.05 of this Agreement, all of the General Partners, or one or more Limited Partners representing a majority in interest of the Partners, must execute and file in the office of the Secretary of State a certificate of dissolution.

Section 13.09. Cancellation of Certificate of Limited Partnership: On completion of the winding up of the Partnership's affairs, all of the General Partners must execute and file in the office of the Secretary of State a certificate of cancellation of the Certificate of Limited Partnership. If the Limited Partners are winding up the Partnership's affairs pursuant to Section 13.06 of this Agreement, the person authorized by a majority in interest of the Limited Partners must execute and file the certificate of cancellation of the Certificate of Limited Partnership.

ARTICLE XIV: RECORD DATES

Section 14.01. Setting Record Date for Meetings: The record date for determining the Partners entitled to notice of meetings, the right to vote at any meeting,

or the right to take any other lawful action with regard to a meeting or the conduct of a vote by the Partners is the date set by the General Partners. However, the record date may not be more than sixty (60) nor less than ten (10) days before the date of the meeting nor more than sixty (60) days before any other action.

Section 14.02. Setting Record Date for Distributions: The record date for determining the Partners entitled to any distribution or the right to take any other lawful action will be ten (10) days before that date; however that date may not be more than sixty (60) days before any such action.

Section 14.03. Automatic Record Date: In the absence of any action setting a record date, the record date will be determined as follows:

- (1) The record date for determining the Partners entitled to notice of, or to vote at, meetings will be at the close of business on the business day preceding the day on which notice is given, or, if notice is waived, at the close of business on business day preceding the day on which meeting is held.
- (2) The record date for determining Partners entitled to give consent to Partnership action in writing without a meeting is the day on which the first written consent is given.
- (3) The record date for determining Partners for any other purpose is at the close of business on the day on which the General Partners adopt the record date or the 60th day before the date of action relating to that other purpose, whichever is later.
- (4) The record date for adjourned meetings is the record date set in determining the Partners entitled to notice of, or to vote at, the original meeting; however, the Partners

who called that meeting may fix a new record date for the adjourned meeting and must fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

ARTICLE XV: MISCELLANEOUS PROVISIONS

Section 15.01. Entire Agreement: This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them regarding the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

Section 15.02. Binding Effect: Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Partners, and their respective assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Partners.

Section 15.03. Amendments:

- (a) Subject to Subparagraph (b) of Section 15.03 of this Agreement, the provisions of this Agreement may be amended by the vote of a majority in interest of the Limited Partners and the unanimous consent of the General Partners. Any amendment of this Agreement must be in

writing, dated, and executed by all Partners. If any conflict arises between the provisions of any amendment and the original Agreement as previously amended, the most recent provisions control.

- (b) The provisions of this Agreement governing the right of the Limited Partners to vote on the admission of a General Partner or an election to continue the business of the Partnership after a General Partner ceases to be a General Partner and there is no remaining or surviving General Partner, may not be amended.

Section 15.04. Attorneys' Fees: If any dispute between the Partnership and the Partners or among the Partners results in litigation or arbitration, the prevailing party is entitled to recover from the other party all reasonable fees, costs, and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

Section 15.05. Notices: All notices must be in writing, which may include facsimiles. Notice will be deemed to have been given and received when delivered to the Partners at the addresses shown for them in the records of the Partnership. All notices to the Partnership must be delivered to the Partnership at its principal executive office in California. Partners may designate another address in substitution of the addresses shown for them in the records of the Partnership for notice by giving five (5) days' prior written notice to the Partnership.

Section 15.06. Mediation and Arbitration:

- (a) Except as otherwise provided in this Agreement, all disputes arising out of, or relating to, this Agreement or breach of this Agreement will be settled by mediation, or by arbitration conducted pursuant to Part III, Title 9 of the California Code of Civil Procedure, Sections 1280[Deering's] et seq. , before a single arbitrator in Los Angeles, California. Before commencing arbitration, the parties must attempt in good faith to settle the dispute by mediation. Any matter not resolved by mediation must be submitted to the American Arbitration Association for arbitration in Los Angeles, California.
- (b) All costs of the arbitration, including but not limited to the arbitrator's fee, any administration fees, and the costs for use of the facilities during the arbitration proceedings, will be borne equally by the parties to the arbitration.
- (c) The arbitrator has discretion to award reasonable attorneys' fees to the prevailing party (or the most prevailing party).
- (d) The arbitrator does not have any authority to alter, amend, or modify any of the terms of this Agreement, and may not grant any remedy that is either barred by the terms of this Agreement or not available in a court of law.

Section 15.07. Exhibits: All Exhibits attached to this Agreement are incorporated and will be treated as if set forth in the body of this Agreement.

Section 15.08. Additional Instruments and Acts: Each Partner agrees to execute and deliver additional documents and instruments, and to perform whatever acts may be necessary or appropriate to effectuate and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 15.09. Reliance on Person Signing Agreement: If a Partner is not a natural person, neither the Partnership nor any individual Partners are (1) required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of the entity that is the Partner that is not a natural person, or any fact or circumstance bearing on the existence of the authority of that individual, or (2) responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of that entity.

Section 15.10. No Interest in Partnership Property: No Partner has any interest in any specific property of the Partnership. Each Partner irrevocably waives for the term of the Partnership any right to maintain any action for partition with respect to Partnership property.

Section 15.11. Time Is of the Essence: All dates and times stated in this Agreement are of the essence.

Section 15.12. Cumulative Remedies: All remedies under this Agreement are cumulative and do not exclude any other remedies provided by law.

Section 15.13. Governing Law: All questions with regard to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of the State of California.

Section 15.14. Severability: If any provisions of this Agreement or the application of any provision to any person or circumstance are declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstances other than those to which it is held invalid continue in full force and effect.

Section 15.15. Execution by Spouses: This Agreement is executed by the Partners and by the spouses of Partners when those spouses are not themselves Partners. The signature of a spouse who is not a Partner may not be construed as making that spouse a Partner or as imposing on that spouse any responsibility for any Partnership obligation, but merely as recording that spouse's consent to the execution by his or her spouse of this Agreement and to all of its terms and conditions to the extent that community property interests, if any, may be involved.

Section 15.16. Consent of Spouses: Within 10 days after any individual becomes a Partner or a Partner marries, that Partner will have his or her spouse execute a consent form (1) acknowledging that the spouse has read the Agreement; (2) consenting to any sale of that interest pursuant to the Agreement; and (3) promising to take no action to hinder the operation of the Agreement on the Partner's interest, or any interest that the

spouse might have in that Partner's interest.

Section 15.17. Election of Adjusted Basis: In the event of a transfer of all or part of the interest of a Limited Partner, the General Partners may elect, on behalf of the Partnership, to adjust the basis of the Partnership property pursuant to Section 754 of the Internal Revenue Code . All other elections required or permitted to be made by the Partnership under the Internal Revenue Code must be made by the General Partners in whatever manner as will, in their opinion, be most advantageous to a majority in interest of the Limited Partners. Each Partner agrees to supply the Partnership with all necessary and proper information in order to effectuate any tax election.

Section 15.18. Counterparts: This Agreement may be executed in several counterparts and all counterparts so executed constitute one agreement that is binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

Section 15.19. Headings: The headings preceding the Sections of this Agreement are for convenience of reference only, are not a part of this Agreement, and are to be disregarded in the interpretation of any portion of this Agreement.

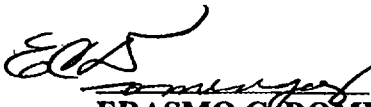
Section 15.20. Pronouns: All pronouns and variations are deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used requires.

Section 15.21. Statutory References: Any reference to the Internal Revenue Code, the Treasury Regulations, the Act, the California Corporations Code, the California Code of Civil Procedure or other statutes includes all amendments, modifications, or replacements of the specific sections and provisions concerned.

Section 15.22. Other Instruments: The parties to this Agreement covenant and agree that they shall execute all other instruments and documents that are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.


Executed on 04-13-05 [date], at Los Angeles [city], California.

GENERAL PARTNERS:

 [signature]
ERASMO C. DOMINGUEZ

 [signature]
NORA C. DOMINGUEZ

LIMITED PARTNERS:

 [signature]

ERASMO C. DOMINGUEZ

TRUSTEE

THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST

DATED JANUARY 13, 2005

 [signature]

NORA C. DOMINGUEZ,

TRUSTEE

THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST

DATED JANUARY 13, 2005

EXHIBIT A

N.C. FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

List of Partners

General Partners:

Name and Address of Partner	Total Initial Contribution	Units Issued	Percentage Interest
ERASMO C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CA	_____	_____	.50%
NORA C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CA	_____	_____	.50%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Limited Partners:

Name and Address of Partner	Total Initial Contribution	Units Issued	Percentage Interest
ERASMO C. DOMINGUEZ TRUSTEE THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005			49.50%

NORA C. DOMINGUEZ TRUSTEE THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005			49.50%
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REAL PROPERTY

1. The following described real property in the County of Los Angeles, State of California

Current owner: ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustees of
THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED:
JANUARY 13, 2005

Assessors Parcel Identification No.: 2320-003-013

Address: 11433 Vanowen Street, North Hollywood, California

All assets listed above were delivered by the Limited Partner(s) to the General Partner on this date.

THE N.C. II FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

ARTICLE I: LIMITED PARTNERSHIP AGREEMENT

Section 1.01. Formation of Limited Partnership

Section 1.02. Limited Partnership Name

Section 1.03. Place of Business

Section 1.04. Purpose

Section 1.05. Term

Section 1.06. Certificate of Limited Partnership

ARTICLE II: DEFINITIONS

Section 2.01. Definitions

ARTICLE III: MEMBERS OF PARTNERSHIP

Section 3.01. Original General Partners

Section 3.02. Original Limited Partners

Section 3.03. Admission of Additional General Partners

Section 3.04. Replacement of Sole Remaining General Partner

Section 3.05. Admission of Additional Limited Partners

Section 3.06. Admission of Substituted Limited Partner

Section 3.07. Amendment of Partnership Records

Section 3.08. Additional Partners Bound by Agreement

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N.C. II FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

ARTICLE I: LIMITED PARTNERSHIP AGREEMENT

Section 1.01. Formation of Limited Partnership: This Limited Partnership Agreement (Agreement) is made as of *APRIL 13*, 2005 between **ERASMO C. DOMINGUEZ** and **NORA C. DOMINGUEZ** as General Partners, and **ERASMO C. DOMINGUEZ** and **NORA C. DOMINGUEZ**, Trustees of **THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005**, as Limited Partners (individually, a Limited Partner and collectively, the Limited Partners). The General Partners and Limited Partners are collectively referred to as the Partners, and individually as a Partner.

By this Agreement, the Partners join together to form a Limited Partnership (the Partnership) under the California Revised Limited Partnership Act and agree to all the terms of this Agreement.

Section 1.02. Limited Partnership Name: The name of the Partnership is **THE N.C. II FAMILY LIMITED PARTNERSHIP**, a California Limited Partnership. The General Partner may cause the Partnership to conduct business under that name. When required, the General Partner shall sign and cause to be filed and published an appropriate fictitious business name statement under the California Fictitious Business

Name Act within thirty (30) days after the partnership begins doing business, within thirty (30) days after any subsequent change in its membership, and before the expiration of any previously filed statement. The name of the Partnership may be changed by the General Partners by giving written notice of the change to the Limited Partners and by filing a certificate of amendment or restated certificate with the Secretary of State.

Section 1.03. Place of Business: The principal place of business of the Partnership is 26505 Josel Drive, Santa Clarita, Los Angeles County, California, or at any other place within Los Angeles County, California, as may be determined from time to time by the General Partners. If the General Partners change the principal place of business of the Partnership, they must give written notice of the change of address to each Limited Partner at least thirty (30) days before that change. The Partnership will continuously maintain an office and registered agent for service of process in California. The registered agent is **Erasmio C. Dominguez**.

Section 1.04. Purpose: The purpose and character of the Partnership are to engage in any lawful act or activity as may be reasonable and necessary to further the business of the Partnership. Such activity shall not include the business of banking, insurance, or trust company business.

Section 1.05. Term: The Partnership term shall begin on the date of filing the Partnership's Certificate of Limited Partnership with the Secretary of State's Office, and continue until terminated in accordance with this Agreement.

Section 1.06. Certificate of Limited Partnership: The General Partners will immediately execute a Certificate of Limited Partnership and cause that Certificate to be filed in the office of the Secretary of State of California. Thereafter, all of the General Partners will execute and cause to be filed certificates of amendment of the Certificate of Limited Partnership (or Restated Certificates of Limited Partnership) whenever required by the California Revised Limited Partnership Act or this Agreement. The General Partners will execute and cause to be filed original or amended certificates evidencing the formation and operation of the Partnership whenever required under the laws of any other states in which the Partnership determines to do business. The General Partners will also record a certified copy of the Certificate and any amendment in the office of the county recorder in every county in which the Partnership owns real property.

ARTICLE II: DEFINITIONS

Section 2.01. Definitions: When used in this Agreement, and except as otherwise stated in this Agreement or as the context of this Agreement requires, the terms defined in this Section 2.01, for the purposes of this Agreement, have the meanings specified in this Section 2.01.

(1) "Agreement" means this Limited Partnership Agreement, as originally executed and as amended from time to time.

(2) "Assignee" means a person who has acquired a beneficial interest in the limited partnership interest of a Limited Partner, but who is not a "substituted Limited Partner."

(3) "Assigning Limited Partner" means a Limited Partner who has assigned a beneficial

interest in that Partner's limited partnership interest, but the Assignee of which has not become a "substituted limited partner."

(4) "Cash available for distribution" means total cash income from operations during any given accounting period, plus the cash proceeds, if any, from the sale or other disposition, refinancing, or liquidation of Partnership property, less cash expenses as well as any allowances or reserves for contingencies or for repair to and maintenance of properties, and anticipated obligations the General Partners in their discretion deem necessary during the same accounting period.

(5) "Code" means the Internal Revenue Code of 1986, as amended.

(6) "Distribution" means any cash distributed to the Partners from cash available for distribution.

(7) "General Partners" refers to **ERASMO C. DOMINGUEZ, and NORA C. DOMINGUEZ**, or any successor.

(8) "Limited Partner" refers to any person who is admitted to the Partnership, either as an original Limited Partner or as a substituted Limited Partner, and who executes this Agreement. A "new Limited Partner" is a Limited Partner other than an original or substituted Limited Partner who has purchased a limited partnership interest from the Partnership by making the required contribution to the Partnership.

(9) "Majority in interest of the Limited Partners" means more than fifty percent (50%) of the interests of the Limited Partners.

(10) "Net income" and "net loss" mean the net income or net loss of the Partnership as determined for the purposes of computing federal income taxes pursuant to the Internal Revenue Code in accordance with generally accepted accounting principles; provided, however, that the partnership in the discretion of the General Partner(s) may use the cash

method of accounting.

(11) "Partners" or "the Partners" refers collectively to the General Partners and the Limited Partners. Reference to "Partner" is a reference to any one of the Partners.

(12) "Partnership" refers to the Limited Partnership created under this Agreement and the Certificate of Limited Partnership to be filed with the Office of the Secretary of State pursuant to the California Revised Limited Partnership Act.

(13) "Partnership Interest" refers to any general or limited partnership interest.

(14) "Person" means an individual, partnership, limited partnership, limited liability company, corporation, trust, estate, association, or any other entity.

(15) "Spouse" means a person who (a) is legally married to and not legally separated from the other if the other is living; or (b) was married to and not legally separated from the other at the time of the other's death.

(16) "Tax Matters Partner," as defined by the Code refers to **ERASMO C.**

DOMINGUEZ, or NORA C. DOMINGUEZ or their successor, as specified in Section 3.09, below.

(17) "Vote" includes written consent.

ARTICLE III: MEMBERS OF PARTNERSHIP

Section 3.01. Original General Partners: The name of each original General Partner is as follows: **ERASMO C. DOMINGUEZ** and **NORA C. DOMINGUEZ**.

Section 3.02. Original Limited Partners: The name of each original Limited Partner is as follows: **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustees of THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005.**

Section 3.03. Admission of Additional General Partners: Subject to any other provision of this Agreement, a person may be admitted as a General Partner after the Certificate of Limited Partnership is filed only with the written consent of each General Partner and the vote or written consent of a majority in interest of the Limited Partners.

Section 3.04. Replacement of Sole Remaining General Partner: If a General Partner ceases to be a General Partner and there is one or more remaining General Partners, the Partnership shall not dissolve if the remaining General Partner or all the remaining General Partners if more than one remains, continue the business of the Partnership. If a General Partner ceases to be a General Partner and there is no remaining General Partner, one or more new General Partners may be admitted to the Partnership on the written consent of a majority in interest of the limited partnership interests of the Limited Partners; provided that the Limited Partners agree in writing to continue the business of the Partnership pursuant to Section 13.03 of this Agreement.

Section 3.05. Admission of Additional Limited Partners: Subject to the provisions of Article 10 of this Agreement, governing transfers of partnership interests, a person may acquire an interest in the Partnership directly from the Partnership and be

admitted as an additional Limited Partner on the vote of the General Partners.

Section 3.06. Admission of Substituted Limited Partner: The assignee of a limited partnership interest may be admitted as a substituted Limited Partner with the vote or written consent of all of the General Partners and a majority in interest of the Limited Partners.

Section 3.07. Amendment of Partnership Records: On admission of a General Partner or Limited Partner, the General Partners will add the name, address, contribution, and that Partner's share in Partnership profits or losses to the list of Partners kept in the principal executive office of the Partnership.

Section 3.08. Additional Partners Bound by Agreement: Before any person is admitted to the Partnership as a General or Limited Partner, that person shall agree in writing to be bound by all of the provisions of this Agreement.

Section 3.09. Tax Matters Partner:

(a) The Tax Matters Partner ("TMP") of the Partnership is **ERASMO C.**

DOMINGUEZ, a General Partner, or a successor as may be chosen by a majority in interest of the Limited Partners. The TMP will keep the Partners informed of all administrative and judicial proceedings, and furnish each Partner who so requests in writing a copy of each notice or other communication received by the TMP from the Internal Revenue Service (except any notices or communications sent directly

to the requesting Partner).

- (b) The TMP will employ experienced tax counsel to represent the Partnership in connection with any audit, examination, or investigation of the Partnership by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of that audit. The tax counsel is responsible for representing the Partnership. It is the responsibility of the General Partner(s) and of the Limited Partners, at their expense, to employ tax counsel to represent their respective separate interests.
- (c) The relationship of the TMP to the Limited Partners is that of a fiduciary, performing its fiduciary obligations as TMP in the manner that will serve the best interests of the Partnership and the Limited Partners.
- (d) The TMP is authorized to take any of the following actions without first obtaining the consent of any Partner:
 - (1) Enter into a settlement agreement with the Internal Revenue Service that purports to bind partners other than the TMP.
 - (2) File any petition contemplated by I.R.C. § 6226(a) or 6228 .
 - (3) Intervene in any action contemplated by I.R.C. § 6226(b).
 - (4) Enter into any agreement extending the period of limitations contemplated by I.R.C. § 6229(b)(1)(B).
- (e) The Partnership will indemnify the TMP against all judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative

proceeding in which the TMP is involved or threatened to be involved by reason of being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be within scope of his or her authority and for a purpose that the TMP reasonably believed to be in the best interests of the Partnership or Limited Partners. The TMP will not be indemnified under this provision against any liability to the Partnership or Limited Partners to which the TMP would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of obligations as the TMP. This indemnification is not deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Partners, or otherwise.

- (f) The TMP may resign by giving thirty (30) days' written notice to each Partner. On the resignation, death, legal incompetence, or bankruptcy of the person serving as the TMP, a successor to serve in that position will be chosen by a majority of interest of the Limited Partners.
- (g) Expenses incurred by the TMP constitute Partnership expenses and will be paid by the Partnership. The fees and expenses of tax counsel employed by the TMP to represent the Partnership constitute Partnership expenses and will be borne by the Partnership.

Section 3.10. Certificate of Interest: The interest of a Partner or assignee may be evidenced by a certificate of interest in the Partnership. The certificate will be in the form to be determined by the General Partners. The assignment and transfer of the interest represented by the certificate, and the admission of transferees of the certificate, will be determined in accordance with Articles 3 and 10 of this Agreement.

ARTICLE IV: FINANCING

Section 4.01. Capitalization: The capital contributions of the Partners, the units issued in exchange for those contributions pursuant to this Article 4, and the percentage interests of each Partner are set forth on Exhibit A. Exhibit A will be periodically revised to reflect additional contributions, transfers of Partnership Interests, and any other changes affecting the Partners or their respective capital contributions. All capital contributions constitute general funds of the Partnership available for any purpose within the Partnership's stated purpose as set forth in Section 1.04. If a Partnership Interest is transferred, the capital contributions attributable to the transferred units will continue to be attributed to those units as set forth on Exhibit A.

Section 4.02. General Partner Capital Contribution:

- (a) Each of the original General Partners named in this Agreement agrees to contribute to the capital of the Partnership as set forth in Exhibit A.
- (b) Each new or replacement General Partner admitted after the execution of this Agreement agrees to contribute, before admission to the

Partnership, a sum determined by the General Partners. In the alternative, or in addition to the contribution provided for in this Agreement, the remaining General Partners may require a General Partner who is being admitted to replace a former General Partner to purchase the interest of the former General Partner pursuant to Sections 10.04, 10.05, and 10.06 of this Agreement. These provisions are subject, however, to any requirements for approval by the Limited Partners specified elsewhere in this Agreement. If there are no remaining General Partners, the contribution and interest of a new or replacement General Partner will be determined by the Limited Partners in accordance with Section 3.04 of this Agreement.

Section 4.03. Limited Partner Capital Contribution: Each of the Limited Partners agrees to contribute to the capital of the Partnership as set forth in Exhibit A.

Section 4.04. Initial Capital Contributions From New Limited Partners: Each new Limited Partner admitted to the Partnership agrees to contribute to the capital of the Partnership an amount determined by the General Partners.

Section 4.05. Additional Capital Contributions:

- (a) No Limited Partner may be required to make any additional contributions of capital to the Partnership.
- (b) The General Partner(s) may propose that additional capital contributions

be made to the Partnership whenever funds are required for the Partnership's stated purpose as set forth in Section 1.04. The General Partner(s) must notify all Limited Partners of any proposal for additional capital contributions. A proposal for additional capital contributions must be adopted on the approval of the General Partner(s) and a majority in interest of the Limited Partnership Units. All Partners must be promptly notified of any approved proposal for additional capital contributions. Unless otherwise agreed by all Partners, all additional capital contributions are to be made in proportion to the percentage interests of the Partners.

- (c) If any Partner fails to remit his or her share of an approved additional capital contribution within thirty (30) days after the date scheduled for additional capital contributions, the Partners who have remitted their share may elect to advance the amounts necessary to cover the noncontributing Partner's portion of the additional capital contribution. Each contributing Partner has the right but is not obligated to contribute the portion attributable to his or her proportion of the units held by the contributing Partners. A majority in interest of the contributing Partners may elect to handle these additional capital contributions as follows:
- (1) Treat these additional capital contributions as loans to the Partnership, bearing interest at a rate of ten-percent (10%) compounded annually. These loans, with interest, must be paid in full

before any distributions pursuant to a dissolution of the Partnership.

(2) Elect to issue new Partnership units in exchange for these additional capital contributions. The number of units issued will be determined by the General Partner(s) based on the fair market value of the Partnership's assets at the time of the contribution.

Section 4.06. Interest on Contributions: No interest will be paid on any capital contributions to the Partnership capital.

Section 4.07. Withdrawal and Return of Capital: Withdrawal and Return of Capital

- (a) No Partner may withdraw any portion of the capital of the Partnership and no Partner, General or Limited, is entitled to the return of that Partner's contribution to the capital of the Partnership except on the dissolution of the Partnership or the withdrawal of that Partner from the Partnership and that Partner's compliance with Sections 10.02 and/or 10.03 of this Agreement.
- (b) No Partner is entitled to demand the distribution of Partnership property other than cash as part of the return of that Partner's capital contribution to the Partnership.
- (c) No Limited Partner has a priority over any other Limited Partner as to the return of a contribution on the dissolution of the Partnership.

**ARTICLE V: ALLOCATION AND DISTRIBUTION
OF PROFITS AND LOSSES**

Section 5.01. Allocation of Profits and Losses: The net profits of the Partnership are allocated to, and any net losses suffered by the Partnership will be borne by, the Partners in proportion to their capital contributions.

Section 5.02. Distribution of Cash Available for Distribution: The cash available for distribution, as determined by the General Partners, will be distributed to the Partners in the proportions specified in Section 5.01 at the close of each calendar quarter. In determining the cash available for distribution, the General Partner may take into account accounts payable; the need for working capital for anticipated operating expenses, capital improvements and replacements; and any contingent liabilities of the Partnership.

Section 5.03. Distributions Other Than Cash: No Partner has the right to receive property other than money on the distribution of profits. No Partner may be compelled to accept the distribution of any asset in kind from the Partnership in lieu of any distribution of money due that Partner.

Section 5.04. Priorities Among Limited Partners: No Limited Partner is entitled to any priority or preference over any other Limited Partner as to the distribution of cash available for distribution.

ARTICLE VI: MANAGEMENT OF PARTNERSHIP AFFAIRS

Section 6.01. Control and Management: The General Partners have the sole and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partners have the power and authority to take any action from time to time as they may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Partnership, including without limitation, the power to do the following:

- (1) Acquire property, including real or personal property, for the use of the Partnership on the terms and conditions as the General Partners may, from time to time, determine to be advantageous to the Partnership;
- (2) Dispose of Partnership property, either in the ordinary course of the business of the Partnership or, from time to time, when the General Partners deem the disposition to be in the best interests of the Partnership;
- (3) Finance the Partnership's activities by borrowing money from third parties on the terms and under the conditions as the General Partners deem appropriate. When money is borrowed for Partnership purposes, the General Partners are authorized to pledge, mortgage, encumber, or grant a security interest in Partnership properties as security for the repayment of those loans;
- (4) Employ, retain, or otherwise secure the services of any personnel or firms deemed necessary by the General Partners for or to facilitate the conduct of Partnership business affairs, all on the terms and for the consideration as the General Partners deem advisable;

and

(5) Take any and all other action permitted by law that is customary in or reasonably related to the conduct of the Partnership business or affairs.

If there is more than one General Partner, each General Partner may act separately for the Partnership. In the event of a dispute concerning or regarding a matter or action to be taken, the dispute shall be resolved by a vote of a majority interest of the General Partnership, determined on a percentage basis of general partnership interests owned by each General Partner. Notwithstanding the foregoing, any act of dissolution or an act that could reasonably lead to dissolution shall require the unanimous vote of the General Partners.

Section 6.02. Restrictions on Limited Partners:

- (a) The Limited Partners take no part in and have no control over the partnership's management and operations.
- (b) The Limited Partners have no obligation or right to take part, directly or indirectly, in the general, day-to-day conduct of the business of the Partnership, except as otherwise permitted in this Agreement and except for the following:
 - (1) Acting as a contractor for or an agent or employee of the Partnership or a General Partner, or an officer, director, or shareholder of a corporate General Partner.
 - (2) Consulting with and advising a General Partner with regard to the business of the Partnership.
 - (3) Acting as surety for the Partnership or guaranteeing one or more

specific debts of the Partnership.

(4) Approving or disapproving an amendment to this Agreement.

- (c) Any compensation that the Partnership pays to a Limited Partner or his or her Affiliate under this section shall be treated as a payment made under IRC §707(a) or (c).

Section 6.03. Standard of Care of General Partners: The General Partners must exercise ordinary business judgment in managing the affairs of the Partnership. Unless fraud, deceit, or a wrongful taking is involved, the General Partners are not liable or obligated to the Limited Partners for any mistake of fact or judgment made by the General Partners in operating the business of the Partnership that results in any loss to the Partnership or its Partners. The General Partners do not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. The General Partners are not responsible to any Limited Partner because of a loss of that Partner's investment or a loss in operations, unless the loss has been occasioned by fraud, deceit, or a wrongful taking by the General Partners.

Section 6.04. Authority for Use of Nominees: All Partners recognize that practical difficulties exist in doing business as a Limited Partnership, occasioned by third parties seeking to determine the capacity of the General Partners to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners specifically authorize the General Partners to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the

purpose of this Partnership, either in their own names or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partners decide to transact the Partnership business in their own names or in the name of a nominee, they shall place a written declaration of trust in the Partnership books and records that acknowledges the capacity in which the nominee acts and the name of the Partnership as the true or equitable owner.

Section 6.05. Removal of General Partners:

- (a) Any General Partner may be removed only for cause and only by the affirmative vote of one-hundred percent (100%) in interest of the Limited Partners who are not also General Partners. However, the Limited Partners may not remove a General Partner solely because he or she has assigned all of his or her interest in the Partnership to a third party. Written notice of a General Partner's removal must be served on that Partner by certified mail. The notice must set forth the day on which the removal is to be effective, and that date may not be less than thirty (30) days after the service of notice on the General Partner. If there is no other remaining General Partner, and the Limited Partners fail to elect a new General Partner pursuant to Section 3.04 of this Agreement within thirty (30) days after the removal becomes effective, the Partnership will be dissolved and its business wound up and terminated.
- (b) If the removal of a General Partner does not cause the dissolution of the

Partnership, the General Partner's interest may be purchased pursuant to Sections 10.04 or 10.05 of this Agreement. Otherwise, removal causes that Partner's interest in the Partnership to be converted to that of a Limited Partner. A former General Partner whose interest has been converted to that of a Limited Partner has the same rights and obligations under this Agreement as any other Limited Partner.

ARTICLE VII: BOOKS, RECORDS, AND ACCOUNTS

Section 7.01. Partnership Accounting Practices:

- (a) The Partnership books shall be kept on a cash basis. The Partnership books shall be closed and balanced and audited by an independent certified public accountant at the end of each fiscal year of the Partnership.
- (b) The fiscal year of the Partnership is the calendar year.

Section 7.02. Maintenance of Records and Accounts: At all times, the General Partners must maintain or cause to be maintained true and proper books, records, reports, and accounts in which all Partnership transactions will be entered fully and accurately. The books and records of the Partnership will be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for federal income tax purposes.

Section 7.03. Required Records. The General Partners must maintain at the principal executive office of the Partnership within California all of the following records:

- (1) A current list of the full name and last known business or residence address of each Partner and assignee, set forth in alphabetical order, together with the capital contributions, Capital Account (as defined in Section 7.09 of this Agreement), units, and the percentage interest of each Partner.
- (2) A copy of the Certificate of Limited Partnership and all certificates of amendment (or the Restated Certificate of Limited Partnership), together with executed copies of any powers of attorney pursuant to which any certificate has been executed.
- (3) Copies of the Partnership's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years.
- (4) Copies of this Agreement and all amendments to this Agreement, together with executed copies of any related powers of attorney.
- (5) Copies of the financial statements of the Partnership for the six most recent fiscal years.
- (6) The Partnership's books and records for at least the current and past four fiscal years.

Section 7.04. Delivery of Records to Limited Partners: On the request of any Limited Partner for purposes reasonably related to that Partner's interest, or the Partner's agent or attorney, the General Partner(s) will promptly deliver to that Partner, or to his or her agent or attorney, at the expense of the Partnership, a copy of any of the following:

- (1) The current list of each Partner's name, address, capital contributions, Capital Account (as defined in Section 7.09 of this Agreement), units, and the percentage interest

of each Partner.

(2) The Certificate of Limited Partnership, as amended, and any powers of attorney pursuant to which any certificate was executed.

(3) This Agreement, as amended.

Section 7.05. Access to Records by Limited Partners: Each Limited Partner and/or each Limited Partner's duly authorized representative, attorney, or attorney-in-fact has the right, for purposes reasonable related to that Partner's interest,

(1) To inspect and copy, during normal business hours, any Partnership records that the Partnership is required to maintain, pursuant to Section 7.02 of this Agreement.

(2) To obtain from the General Partner(s), promptly after becoming available, a copy of the Partnership's federal, state, and local income tax or information returns for each year.

Section 7.06. Amendments to Agreement: The General Partner(s) will promptly furnish any Limited Partner who executed a power of attorney authorizing a General Partner to execute an amendment to this Agreement with a copy of any amendment to this Agreement executed by a General Partner pursuant to that power of attorney. As used in this Section, the term "promptly" means within five (5) business days after the execution of the amendment.

Section 7.07. Income Tax Data: The General Partner(s) will send to each Partner, within thirty (30) days after the end of each taxable year, such information as is necessary for each Partner to complete his or her federal and state income tax or

information returns.

Section 7.08 Partnership Tax or Information Returns: The General Partner(s) will send to each Partner a copy of the Partnership's federal, state, and local income tax or information returns for each taxable year within thirty (30) days after the end of each taxable year.

Section 7.09. Capital Accounts: The Partnership will establish and maintain individual Capital Accounts for each General Partner and Limited Partner in accordance with the Partnership's method of accounting, I.R.C. § 704(b), the regulations thereunder, and the following provisions:

- (1) The fair market value of a Partner's initial capital contribution to the Partnership; any additional contributions to the Partnership, such as a Partner's distributive share of profits; any amounts transferred to the Capital Account from that Partner's income account pursuant to this Agreement; and the amount of any Partnership liabilities assumed by the Partner will be credited to each Partner's Capital Account.
- (2) Each Partner's Capital Account will be debited for the amount of cash and the fair market value of any property distributed to the Partner pursuant to this Agreement, the Partner's distributive share of losses, and the amount of any liabilities of the Partner that are assumed by the Partnership or that is secured by property contributed by the Partner to the Partnership.
- (3) The Capital Account also includes a pro rata share of the fair market value of any property contributed to the Partnership by a nonpartner.

(4) If the Partnership makes a non-pro rata distribution to any Partner, the Capital Accounts of the other Partners will be adjusted to reflect the fair market value of Partnership assets immediately before the capital distribution.

(5) If any Partnership Interest is transferred in accordance with this Agreement, the transferee succeeds to the Capital Account of the transferor, to the extent of the transferred interest.

Section 7.10. Income Accounts: An individual income account will be maintained for each Partner. At the close of each fiscal year, each Partner's share of the net profits or net losses of the Partnership will be credited or debited to, and that Partner's distributions received during each fiscal year will be deducted from, that Partner's income account, and any resulting balance or deficit shall be transferred to or charged against that Partner's Capital Account, as defined in Section 7.09 of this Agreement.

Section 7.11. Banking: The General Partner(s) will open and maintain a separate bank account in the name of the Partnership with _____ [name of bank], in which there shall be deposited all of the funds of the Partnership. No other funds may be deposited in the account. The funds in that account must be used solely for the business of the Partnership, and all withdrawals from that account are to be made only on checks signed by any of the General Partners or persons whom the General Partners may designate from time to time.

Section 7.12. Grant of Special Power of Attorney:

- (a) By their execution of this Agreement, the Limited Partners, jointly and severally, irrevocably constitute and appoint the General Partner(s), **ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ**, with full power of substitution, to be their true and lawful attorney in fact, in their name, place and stead, to make, execute, sign, acknowledge, deliver, record, and file, on behalf of them and on behalf of the Partnership, the following:
- (1) Deeds of trust, security agreements, and transfer documents.
 - (2) Assignments of Partnership Interest or other documents of transfer to be delivered in connection with the transfer or purchase of a partnership interest.
 - (3) A Certificate of Limited Partnership, any amendments to that Certificate, and any other certificates or instruments that may be required to be filed by the Partnership or the Partners under the laws of California and any other jurisdiction whose laws may be applicable to the Partnership.
 - (4) A Certificate of Cancellation of the Partnership and any other instruments or documents as may be deemed necessary or desirable by the General Partner on the termination of the Partnership business.
 - (5) Any and all amendments to the instruments described above in Subparagraphs (1) through (4) or this Section 7.12 of this Agreement,

provided that those amendments are either required by law to be filed, are consistent with this Agreement, or have been authorized by the particular Limited Partners.

- (6) Any document or instrument needed to reflect any reduction in a Limited Partner's Capital Account or percentage interest.
- (7) Any and all other instruments or documents that may be deemed reasonably necessary or desirable by the General Partner(s) to carry out fully the provisions of this Agreement in accordance with its terms.
- (b) This grant of authority is a Special Power of Attorney coupled with an interest, is irrevocable, and survives the granting Limited Partner's death, incapacity or dissolution.
- (c) This grant of authority survives the delivery of an assignment by a Limited Partner of the whole or any portion of the partner's interest.
- (d) The General Partner(s) may exercise this special power of attorney by a facsimile signature, or by listing all of the Limited Partners executing any instrument with a single signature as attorney in fact for all of them.

Section 7.13. Insurance: The General partners may obtain insurance that the General Partners deem reasonably necessary for the proper protection of the Partnership and the Partners. The Partnership shall bear the cost of the Insurance.

ARTICLE 8: RIGHTS, POWERS, DUTIES, AND RESTRICTIONS OF PARTNERS

Section 8.01. General Partners' Exclusive Right to Manage: The General Partners have full and exclusive charge and control of the management, conduct, and operation of the Partnership in all matters and respects. In the event of a dispute concerning or regarding a matter or action to be taken, the dispute shall be resolved by a vote of a majority interest of the General Partners, determined on a percentage basis of general partnership interests owned by each General Partner. Notwithstanding the foregoing, any act of dissolution or an act that could reasonably lead to dissolution shall require the unanimous vote of the General Partners.

Section 8.02. Devotion of Time by General Partner(s): The General Partner(s) must devote the level of care, attention, and business capacity to the affairs of the Partnership as may be reasonably necessary and appropriate to carry out his or her obligations under this Agreement. In this connection, the Partners acknowledge that any General Partner may be the Manager or General Partner of other partnerships and may continue to manage other partnerships, and may continue to engage in other types of businesses, whether or not competitive with the business of the Partnership.

Section 8.03. Limitation on Partnership Obligations: A Partner shall have no obligation to present any investment opportunity to the Partnership, even if the opportunity is of a character consistent with the purpose of the Partnership and which, if

presented to the Partnership, could be taken by the Partnership. Each Partner shall have the right to take for the Partners' own account or to recommend to others any investment opportunity. The Partners shall have no duties or obligations to one another except those expressly stated in this Agreement.

Section 8.04. Voting Rights of General Partners: All General Partners have equal rights in the management and conduct of the Partnership business. Any difference arising with regard to the ordinary course of the Partnership business will be decided by a majority of the General Partners.

Section 8.05. Restrictions on General Partner(s): Except as otherwise expressly provided in this Agreement, each/the General Partner is subject to all the restrictions imposed on General Partners by the California Revised Limited Partnership Act and the California Uniform Partnership Act, and has all the rights and powers granted to General Partners under those statutes.

Section 8.06. Reimbursement of Expenses, Compensation, and Indemnification of General Partners: The General Partner(s) shall be entitled to reimbursement from the Partnership for those costs that a General Partner reasonably incurs in the proper conduct of the Partnership's business. The General Partner(s) shall be entitled to reasonable annual compensation for his/her/their services to the Partnership. Any compensation that the Partnership pays to a General Partner shall be treated as a payment made under IRC §707(a) or (c), as appropriate. This compensation

will be deducted by the Partnership as an ordinary and necessary expense of the Partnership business before determination of net profits or cash available for distribution. The Partnership shall bear the cost of all expenditures and liabilities that the General Partners incur in the proper conduct of the Partnership's business. To the extent of its assets, the Partnership shall indemnify, defend, and hold harmless each General Partner from and against any and all losses expenses, damages, and liabilities, arising out of or in connection with the operation of the Partnership's business, except for those matters arising by reason of a General Partner's fraud, gross negligence, willful misconduct, or violation of this Agreement.

Section 8.07. Voting Rights of Limited Partners:

- (a) In addition to any other voting rights granted the Limited Partners under this Agreement, the Limited Partners have the right to vote on the following matters:
- (1) The dissolution and winding up of the Partnership, pursuant to Section 13.02;
 - (2) The merger of the Partnership or the sale, exchange, lease, mortgage, pledge, or other transfer of, or granting a security interest in, all or a substantial part of the assets of the Partnership other than in the ordinary course of its business;
 - (3) An election to continue the business of the Partnership when a General Partner ceases to be a General Partner and no General Partner remains.

- (b) All of the actions specified in Subparagraph (a) of this Section 8.07 of this Agreement may be taken following the vote of a majority in interest of the Limited Partners.
- (c) The Limited Partners have the right to vote on the admission of an additional General Partner. Except as specifically provided in Subparagraphs (d) and (e) of this Section 8.07 or any other provision of this Agreement, the admission of an additional General Partner may be accomplished on the affirmative vote of a majority in interest of the Limited Partners.
- (d) The Limited Partners have the right to vote on an election to continue the business of the Partnership and the admission of one or more General Partners after all General Partners have ceased to be General Partners. These actions may only be taken on the approval by a majority of the Limited Partners.
- (e) The Limited Partners have the right to vote on any other matters related to the business of the Partnership that are made subject to the approval or disapproval of the Limited Partners by this Agreement.

Section 8.08. Loans to the Partnership: Nothing in this Agreement prevents a Partner from lending money to the Partnership on a promissory note or similar evidence of indebtedness for a reasonable rate of interest. Any Partner lending money to the Partnership has the same rights and risks regarding the loan as would be any person or entity making the loan who was not a member of the Partnership.

Section 8.09. Transaction of Business With Partnership: Except as otherwise provided in this Agreement, a Partner may transact other business with the Partnership. If any Partner transacts business with the Partnership, that Partner has the same rights and obligations with regard to the Partnership as a person who is not a Partner.

Section 8.10. Partners Engaging in Other Business: Except as otherwise provided in Section 8.02 of this Agreement, any of the Partners may engage in or possess an interest in other business ventures of every nature and description independently or with others. Neither the Partnership nor the Partners have any right by virtue of this Agreement in and to any independent ventures or to the income or profits derived from them.

ARTICLE IX: PARTNERSHIP MEETINGS

Section 9.01. Call and Place of Meetings:

- (a) Meetings of the Partners will be held at any place selected by the person or persons calling the meeting at the call and pursuant to the written request of the General Partners, or of Limited Partners representing more than 10 percent (10%) of the interests of Limited Partners, for consideration of any of the matters as to which Limited Partners are entitled to vote pursuant to Section 8.07 of this Agreement.
- (b) The Partners may participate in a meeting through the use of conference telephones (or similar communications equipment), providing that all

Partners participating in the meeting can hear one another.

Participation in this type of telephone meeting constitutes presence in person at the meeting.

(c) Partners must also meet annually by December 31 of each year.

Section 9.02. Notice of Meeting: In the case of a meeting pursuant to Section 9.01, subsection (a), of this Agreement, immediately on receipt of a written request stating that the Partner or Partners request a meeting on a specific date (which date shall not be less than ten (10) nor more than sixty (60) days after the receipt of the request by the General Partner(s)), or in the case of each annual meeting pursuant to Section 9.01, subsection (c), of this Agreement, the General Partner(s) must give notice of the meeting to all Partners entitled to vote, as determined in accordance with Section 14.01 of this Agreement. Valid notice may not be given less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice must state the place, date, and hour of the meeting and the general nature of the business to be transacted. No business other than the business stated in the notice of the meeting may be transacted at the meeting. Notice must be given personally or by mail addressed to each Partner entitled to vote at the meeting at the address for the Partner appearing on the books of the Partnership.

Section 9.03. Quorum: At any duly held or called meeting of Partners, a majority in interest of the Limited Partners represented by proxy or in person constitutes a quorum. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the

withdrawal of enough Partners to leave less than a quorum, if any action taken, other than adjournment, is approved by the requisite percentage of interests of Limited Partners.

Section 9.04. Adjournment of Meetings: A Partnership meeting at which a quorum is present may be adjourned to another time or place, and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the vote of a majority of the interests represented either in person or by proxy. Notice of the adjourned meeting need not be given to Partners entitled to notice if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless

- (1) The adjournment is for more than forty-five (45) days, or
- (2) After the adjournment, a new record date is fixed for the adjourned meeting, in which case notice of the adjourned meeting shall be given to each Partner of record entitled to vote at the adjourned meeting.

Section 9.05. Meetings Not Duly Called, Noticed, or Held: The transactions of any meeting of Partners, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if a quorum is present at that meeting, either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs either a written waiver of notice as defined in Section 9.06 of this Agreement, a consent to the holding of the meeting as defined in Section 9.07 of this Agreement, or an approval

of the minutes of the meeting.

Section 9.06. Waiver of Notice: Attendance of a Partner at a meeting constitutes waiver of notice, except when that Partner objects, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be described in the notice of the meeting and not so included, if the objection is expressly made at the meeting. Any partner approval at a meeting (other than unanimous approval by Limited Partners of an election to continue the business of the Partnership after the retirement, death, or adjudication of incompetence of a General Partner) is valid only if the general nature of the proposal is stated in any written waiver of notice.

Section 9.07. Consent to Action Without Meeting: Any action that may be taken at any meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by Partners having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Partners entitled to vote on the matter were present and voted. If the Limited Partners are requested to consent to a matter without a meeting, each Partner shall be given notice of the matter to be voted on in the manner described in Section 9.02. If any General Partner, or Limited Partners representing more than ten-percent (10%) of the interests of the Limited Partners, requests a meeting for the purpose of discussing or voting on the matter so noticed, notice of a meeting shall be given pursuant to Section

9.02, and no action may be taken until the meeting is held. Unless delayed by a request for and the conduct of a meeting, any action taken without a meeting is effective fifteen (15) days after the required minimum number of voters has signed consents to action without a meeting; however, the action is effective immediately if all General Partners and Limited Partners representing at least ninety-percent (90%) of the interests of the Limited Partners sign consent to the action without a meeting.

Section 9.08. Proxies:

- (a) Every Partner entitled to vote may authorize another person or persons to act by proxy with regard to that Partner's interest in the Partnership.
- (b) Any proxy purporting to have been executed in accordance with Section 9.08 of this Agreement is presumptively valid.
- (c) No proxy is valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy. Subject to Subparagraphs (f) and (g) of this Section 9.08, every proxy continues in full force and effect until revoked by the person executing it. The dates contained on the proxy forms presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed.
- (d) A proxy is not revoked by the death or incapacity of the person executing it, unless (except as provided in Subparagraph (f) of this Section 9.08), before the vote is counted, written notice of the death or incapacity of the maker is received by the Partnership.

- (e) Revocation of a proxy is effected by a writing delivered to the Partnership stating that the proxy is revoked or by a subsequent proxy executed by the Partner who executed the original proxy or, as to any meeting, by the attendance and exercise of the right to vote at that meeting by the Partner who executed the proxy.
- (f) A proxy that states that it is irrevocable is irrevocable for the period specified in the proxy when it is held by any creditor or creditors of the Partnership or the Partner who extended or continued credit to the Partnership or the Partner in consideration of the proxy, if the proxy states that it was given in consideration of that credit and also states the name of the person extending or continuing credit. In addition, a proxy may be made irrevocable (notwithstanding Subparagraph (d) of this Section 9.08) if it is given to secure the performance of a duty or to protect a title, either legal or equitable, until the happening of events that, by its terms, discharge the obligations secured by it.
- (g) Notwithstanding the period of irrevocability specified in the proxy as provided in Subparagraph (f) of this Section 9.08, the proxy becomes revocable when the debt of the Partnership or Partner is paid.
- (h) A proxy may be revoked, notwithstanding a provision making it irrevocable, by the assignment of the interest in the Partnership of the Partner who executed the proxy to an assignee without knowledge of the existence of the proxy and the admission of that assignee to the Partnership as a Partner.

- (i) The General Partner(s) may, in advance of any Partnership meeting, prescribe additional regulations concerning the manner of execution and filing of proxies and their validation.

ARTICLE X: TRANSFER OF INTERESTS

Section 10.01. Conditions for Transfer: A Limited Partner may sell, assign, transfer, encumber, or otherwise dispose of an interest in the Partnership subject to the provisions of this Article 10.

Section 10.02. Permitted Transfers:

- (a) If a Limited Partner receives a bona fide offer for the purchase of all or a part of that Limited Partner's interest in the Partnership, that Limited Partner must either refuse that offer or give the General Partners written notice setting out full details of that offer. The notice must specify, among other things, the name of the offeror, the percentage of interest in the Partnership covered by the offer, the terms of payment, whether for cash or credit and, if on credit, the time and interest rate, as well as all other consideration being received or paid in connection with the proposed transaction, and all other terms, conditions, and details of the offer.
- (b) On receipt of the notice with regard to that offer, the General Partner(s) has/have the exclusive right and option, exercisable at any time during

a period of thirty (30) days from the date of the notice, to purchase the interest in the Partnership covered by the offer in question at the same price and on the same terms and conditions of the offer as set out in the notice. If the General Partner(s) decide(s) to exercise the option, the General Partner(s) must give written notice to that effect to the Limited Partner desiring to sell, and the sale and purchase must be consummated within thirty (30) days. If the General Partner(s) does/do not elect to exercise his/her/their option or waive(s) his/her/their rights in writing, the selling Limited Partner must be so notified in writing and, subject to any prohibitions or restrictions on transfer imposed by the General Partner(s) for purposes of compliance with applicable securities law, is free to sell the interest in the Partnership covered by the offer, if the sale is consummated within ninety (90) days, or the interest once again becomes subject to the restrictions of this Article 10 of this Agreement. The sale, if permitted, must be made strictly on the terms and conditions and to the person described in the required notice.

(c) If the General Partner(s) fail(s) to purchase all of the portion of the selling Limited Partner's interest in the Partnership specified in the notice to the General Partner(s) provided in Section 10.02 of this Agreement, the General Partner(s) shall, at the expiration of thirty (30) days after receipt by the General Partner(s) of that notice, transmit a copy of the notice to each of the remaining Limited Partners. Each of the remaining Limited Partners shall have sixty (60) days after the

mailing of that notice to serve on the General Partner(s) notice in writing of that Limited Partner's intention to purchase (on the terms and conditions set forth in the selling Partner's notice) that portion of the selling Partner's interest as the offering Partner's interest in the capital of the Partnership bears to the total interest of all capital of the Partnership. Provided, however, if any Limited Partner fails to purchase a proportionate share of the interest offered by the selling Partner, notice of that fact shall be given to each Limited Partner by the General Partner(s), and the interest may be purchased by anyone or more of the other Limited Partners.

- (c) Any assignment made to anyone, not already a Partner, is effective only to give the assignee the right to receive distributions, and allocations of income, gain, loss, deduction, credit, or similar items to which the assignor would otherwise be entitled does not relieve the assignor from liability under any agreement to make additional contributions to capital; does not relieve the assignor from liability under the provisions of this Agreement; and does not give the assignee the right to become a substituted Limited Partner. Neither the General Partners nor the Partnership are required to determine the tax consequences to a Limited Partner or the Limited Partner's assignee, arising from the assignment of a Limited Partnership interest. The Partnership will continue with the same basis and Capital Account for the assignee as was attributable to the former owner who assigned the Limited

Partnership interest. The Partnership interest of the General Partner(s) cannot be voluntarily assigned or transferred except pursuant to Section 10.04 of this Agreement or when the transfer occurs by operation of law.

Section 10.03. Death, Bankruptcy, or Incompetence of Limited Partner: If any Limited Partner dies or is adjudged incompetent or bankrupt by any court of competent jurisdiction, the remaining General and Limited Partners have an option to purchase the Partnership interest of that Limited Partner by paying to the person legally entitled to that interest, within ninety (90) days after the date of death or the adjudication of incompetency or bankruptcy, the fair market value of that Partnership interest rather than for the fair market value of the pro rata share of the underlying assets of the Partnership represented by the limited Partnership Interest as determined by an independent appraiser. Each remaining General and Limited Partner has the right to purchase that proportionate part of the deceased, incompetent, or bankrupt Limited Partner's interest in the Partnership as the remaining Partner's interest in the capital of the Partnership bears to the total interest of all capital of the Partnership. Provided, however, if any remaining General or Limited Partner fails to purchase a proportionate share of the interest offered by the selling Partner, notice of that fact must be given to each General and Limited Partner, and it may be purchased by anyone or more of the remaining General or Limited Partners.

Section 10.04. Option to Buy Terminated Interest of General Partner: When any General Partner ceases to be a General Partner, the remaining General Partner(s) may continue the Partnership business and may purchase the interest of that General Partner ("the withdrawing General Partner") in the assets and goodwill of the Partnership. The remaining General Partner(s) has/have an option, exercisable by him/her/them at any time within ninety (90) days after the date on which the withdrawing General Partner ceases to be a General Partner, to purchase the withdrawing General Partner's interest by paying to the person legally entitled the value of that interest determined as provided in Section 10.06 of this Agreement.

Section 10.05. Sale to New General Partner: When any General Partner ceases to be a General Partner, and the remaining General Partner(s) is/are unable or unwilling to exercise the option provided for in Section 10.04 of this Agreement, the interest of the withdrawing General Partner may be purchased by a new General Partner during the option period set forth in Section 10.04 of this Agreement, on admission of the new General Partner to the Partnership and on payment of the value of that interest determined as provided in Section 10.06 of this Agreement.

Section 10.06. Purchase Price for General Partner's Interest: The value of the interest of a withdrawing General Partner, for the purposes of Section 10.04 of this Agreement, is the fair market value of that interest as determined by appraisal as of the date on which the General Partner ceased to be a General Partner of the Partnership. The withdrawing General Partner shall also be entitled to the General Partner's distributive

share of any net profits earned by the Partnership up to the date on which the withdrawing General Partner ceased to be a General Partner of the Partnership if that amount is disregarded in determining the fair market value of the General Partner's interest.

Section 10.07. Duties of Remaining General Partners: On the purchase and sale of a withdrawing General Partner's interest, the remaining General Partners will assume all obligations of the Partnership and shall hold the withdrawing General Partner, the personal representative and estate of the withdrawing General Partner, and the property of the withdrawing General Partner free and harmless from all liability for those obligations. Further, the remaining General Partners, at their own expense, must immediately amend the Certificate of Limited Partnership as required by the California Revised Limited Partnership Act, and cause to be prepared, executed, acknowledged, filed, served, and published all other notices required by law to protect the withdrawing General Partner or the personal representative and estate of the withdrawing General Partner from all liability for the future obligations of the Partnership business.

Section 10.08. Creditor Action: If any Partner is subject to a creditor action, charging order, or a threatened court ordered foreclosure, the Partnership or remaining Partners who are not affected by the creditor action, charging order, or foreclosure will have the option to Purchase the affected interest.

ARTICLE XI: LIABILITIES OF PARTNERS

Section 11.01. Liability of General Partners: Except as otherwise provided in this Agreement, the liability of the General Partner(s) arising from the conduct of the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted.

Section 11.02. Liability of Limited Partners: Except as expressly stated in this Agreement, the liability of the Limited Partners is restricted and limited to the amount of the actual capital contributions each Limited Partner makes or agrees to make to the Partnership. No Limited Partner is personally liable for any debt, obligation, or liability of the Partnership. The Limited Partners may not be required to pay to the Partnership or to any other Partner any deficit or negative balance that may periodically exist in their respective Capital Accounts (as defined in Section 7.09 of this Agreement) as a result of any allocation made in accordance with this Agreement.

ARTICLE XII: PROHIBITED TRANSACTIONS

Section 12.01. Specified Acts: During the time of the organization or continuance of this Partnership, neither the General nor Limited Partners may take, and the Partners specifically promise not to do, any of the following actions:

(1) Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership business.

- (2) Disclose to any nonpartner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community.
- (3) Do any other act or deed with the intention of harming the business operations of the Partnership.
- (4) Do any act contrary to this Agreement, except with the prior express written approval of all Partners.
- (5) Do any act that would make it impossible to carry on the intended or ordinary business of the Partnership.
- (6) Confess a judgment against the Partnership.
- (7) Abandon or transfer or dispose of real or personal Partnership property.

Section 12.02. Use of Partnership Assets: The General Partner(s) may not use, and specifically promise(s) not to use, directly or indirectly, the assets of this Partnership for any purpose other than conducting the business of the Partnership, for the full and exclusive benefit of all its Partners.

ARTICLE XIII: DISSOLUTION OF THE PARTNERSHIP

Section 13.01. Dissolution and Winding Up: The Partnership will be dissolved, and its affairs will be wound up, on the expiration of the term provided for the existence of the Partnership in Section 1.05 of this Agreement or on the occurrence of any of the events specified in Sections 13.02 through 13.05 of this Agreement, whichever is the first to occur.

Section 13.02. Dissolution by Consent: The Partnership will be dissolved on any date specified in a consent to dissolution signed by all of the General Partners and a majority in interest of the Limited Partners.

Section 13.03. Dissolution on Loss of General Partner:

- (a) The Partnership will dissolve and its affairs will be wound up when a General Partner ceases to be a General Partner under this Agreement, unless (1) at the time there is at least one other General Partner and the remaining General Partner, or all the General Partners if more than one remains, continue the business of the Partnership, or (2) if no General Partner remains, the Limited Partners take the actions described in Subparagraph (b) of Section 13.03 of this Agreement.
- (b) If a General Partner ceases to be a General Partner and there is no remaining General Partner, the Partnership will dissolve and its affairs will be wound up a majority in interest of the Limited Partners agree in writing to continue the business of the Partnership and admit one or more new General Partner(s) within six months after the last remaining General Partner ceased to be a General Partner.

Section 13.04. Dissolution on Sale or Disposition of Assets: The Partnership will be dissolved and its affairs wound-up when its assets are sold or otherwise disposed of and the only property of the Partnership consists of cash available for distribution to the Partners, and there are no reasonably current plans to reinvest that cash; provided,

however, that a disposition of the Partnership's assets shall require the consent of all General Partners and a majority in interest of the Limited Partners.

Section 13.05. Dissolution by Judicial Decree: The Partnership will be dissolved and its affairs wound up when required by a decree of judicial dissolution entered under Corp. Code § 15682[Deering's] .

Section 13.06. Responsibility for Winding Up:

- (a) On dissolution of the Partnership, the Partnership will continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of creditors. The affairs of the Partnership will be wound up by any General Partner(s) who has/have not wrongfully caused the dissolution.
- (b) If no General Partner is available to wind up the affairs of the Partnership, or the only remaining General Partner(s) fail(s) to wind up the affairs of the Partnership, one or more Limited Partners may wind up the affairs of the Partnership.
- (c) If a Limited Partner is authorized to wind up the affairs of the Partnership, the Certificate of Limited Partnership must be amended to add the name and the business, residence, or mailing address of each Limited Partner winding up the Partnership's affairs. Any Limited Partner winding up the Partnership's affairs may not be subject to liability as a General Partner based on this amendment. Any remaining General

Partner(s) not winding up the Partnership's affairs need not execute the Certificate of Amendment.

- (d) If one or more Limited Partners wind up the affairs of the Partnership, those Limited Partners are entitled to reasonable compensation.
- (e) The Partners responsible for winding up the affairs of the Partnership must give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Partnership.

Section 13.07. Liquidation and Distribution: The person or persons responsible for winding up the affairs of the Partnership pursuant to Section 13.06 of this Agreement will take full account of the Partnership assets and liabilities, liquidating the assets of the Partnership as promptly as is consistent with obtaining the fair value of those assets, and applying and distributing the proceeds in the following order:

(1) To creditors of the Partnership, including Partners who are creditors to the extent permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for any of the following:

(a) Distributions owing to Partners before their withdrawal from the Partnership and before the dissolution and winding up of the Partnership.

(b) Distributions owing to Partners on their withdrawal from the Partnership.

(2) Except as otherwise provided in this Agreement, to Partners and former Partners in satisfaction of liabilities for distributions owing to them before their withdrawal from the Partnership and before dissolution and winding up of the Partnership and on their

withdrawal from the Partnership.

(3) To the Partners in accordance with the provisions set forth in this Agreement for the distribution of the assets of the Partnership.

Section 13.08. Filing Certificate of Dissolution: As soon as possible after the occurrence of any of the dissolution events specified in Sections 13.02 through 13.05 of this Agreement, all of the General Partners, or one or more Limited Partners representing a majority in interest of the Partners, must execute and file in the office of the Secretary of State a certificate of dissolution.

Section 13.09. Cancellation of Certificate of Limited Partnership: On completion of the winding up of the Partnership's affairs, all of the General Partners must execute and file in the office of the Secretary of State a certificate of cancellation of the Certificate of Limited Partnership. If the Limited Partners are winding up the Partnership's affairs pursuant to Section 13.06 of this Agreement, the person authorized by a majority in interest of the Limited Partners must execute and file the certificate of cancellation of the Certificate of Limited Partnership.

ARTICLE XIV: RECORD DATES

Section 14.01. Setting Record Date for Meetings: The record date for determining the Partners entitled to notice of meetings, the right to vote at any meeting,

or the right to take any other lawful action with regard to a meeting or the conduct of a vote by the Partners is the date set by the General Partners. However, the record date may not be more than sixty (60) nor less than ten (10) days before the date of the meeting nor more than sixty (60) days before any other action.

Section 14.02. Setting Record Date for Distributions: The record date for determining the Partners entitled to any distribution or the right to take any other lawful action will be ten (10) days before that date; however that date may not be more than sixty (60) days before any such action.

Section 14.03. Automatic Record Date: In the absence of any action setting a record date, the record date will be determined as follows:

- (1) The record date for determining the Partners entitled to notice of, or to vote at, meetings will be at the close of business on the business day preceding the day on which notice is given, or, if notice is waived, at the close of business on business day preceding the day on which meeting is held.
- (2) The record date for determining Partners entitled to give consent to Partnership action in writing without a meeting is the day on which the first written consent is given.
- (3) The record date for determining Partners for any other purpose is at the close of business on the day on which the General Partners adopt the record date or the 60th day before the date of action relating to that other purpose, whichever is later.
- (4) The record date for adjourned meetings is the record date set in determining the Partners entitled to notice of, or to vote at, the original meeting; however, the Partners

who called that meeting may fix a new record date for the adjourned meeting and must fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

ARTICLE XV: MISCELLANEOUS PROVISIONS

Section 15.01. Entire Agreement: This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them regarding the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

Section 15.02. Binding Effect: Subject to the provisions of this Agreement relating to transferability, this Agreement is binding on and inures to the benefit of the Partners, and their respective assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Partners.

Section 15.03. Amendments:

- (a) Subject to Subparagraph (b) of Section 15.03 of this Agreement, the provisions of this Agreement may be amended by the vote of a majority in interest of the Limited Partners and the unanimous consent of the General Partners. Any amendment of this Agreement must be in

writing, dated, and executed by all Partners. If any conflict arises between the provisions of any amendment and the original Agreement as previously amended, the most recent provisions control.

- (b) The provisions of this Agreement governing the right of the Limited Partners to vote on the admission of a General Partner or an election to continue the business of the Partnership after a General Partner ceases to be a General Partner and there is no remaining or surviving General Partner, may not be amended.

Section 15.04. Attorneys' Fees: If any dispute between the Partnership and the Partners or among the Partners results in litigation or arbitration, the prevailing party is entitled to recover from the other party all reasonable fees, costs, and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

Section 15.05. Notices: All notices must be in writing, which may include facsimiles. Notice will be deemed to have been given and received when delivered to the Partners at the addresses shown for them in the records of the Partnership. All notices to the Partnership must be delivered to the Partnership at its principal executive office in California. Partners may designate another address in substitution of the addresses shown for them in the records of the Partnership for notice by giving five (5) days' prior written notice to the Partnership.

Section 15.06. Mediation and Arbitration:

- (a) Except as otherwise provided in this Agreement, all disputes arising out of, or relating to, this Agreement or breach of this Agreement will be settled by mediation, or by arbitration conducted pursuant to Part III, Title 9 of the California Code of Civil Procedure, Sections 1280[Deering's] et seq. , before a single arbitrator in Los Angeles, California. Before commencing arbitration, the parties must attempt in good faith to settle the dispute by mediation. Any matter not resolved by mediation must be submitted to the American Arbitration Association for arbitration in Los Angeles, California.
- (b) All costs of the arbitration, including but not limited to the arbitrator's fee, any administration fees, and the costs for use of the facilities during the arbitration proceedings, will be borne equally by the parties to the arbitration.
- (c) The arbitrator has discretion to award reasonable attorneys' fees to the prevailing party (or the most prevailing party).
- (d) The arbitrator does not have any authority to alter, amend, or modify any of the terms of this Agreement, and may not grant any remedy that is either barred by the terms of this Agreement or not available in a court of law.

Section 15.07. Exhibits: All Exhibits attached to this Agreement are incorporated and will be treated as if set forth in the body of this Agreement.

Section 15.08. Additional Instruments and Acts: Each Partner agrees to execute and deliver additional documents and instruments, and to perform whatever acts may be necessary or appropriate to effectuate and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 15.09. Reliance on Person Signing Agreement: If a Partner is not a natural person, neither the Partnership nor any individual Partners are (1) required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of the entity that is the Partner that is not a natural person, or any fact or circumstance bearing on the existence of the authority of that individual, or (2) responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of that entity.

Section 15.10. No Interest in Partnership Property: No Partner has any interest in any specific property of the Partnership. Each Partner irrevocably waives for the term of the Partnership any right to maintain any action for partition with respect to Partnership property.

Section 15.11. Time Is of the Essence: All dates and times stated in this Agreement are of the essence.

Section 15.12. Cumulative Remedies: All remedies under this Agreement are cumulative and do not exclude any other remedies provided by law.

Section 15.13. Governing Law: All questions with regard to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of the State of California.

Section 15.14. Severability: If any provisions of this Agreement or the application of any provision to any person or circumstance are declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement or the application of that provision to persons or circumstances other than those to which it is held invalid continue in full force and effect.

Section 15.15. Execution by Spouses: This Agreement is executed by the Partners and by the spouses of Partners when those spouses are not themselves Partners. The signature of a spouse who is not a Partner may not be construed as making that spouse a Partner or as imposing on that spouse any responsibility for any Partnership obligation, but merely as recording that spouse's consent to the execution by his or her spouse of this Agreement and to all of its terms and conditions to the extent that community property interests, if any, may be involved.

Section 15.16. Consent of Spouses: Within 10 days after any individual becomes a Partner or a Partner marries, that Partner will have his or her spouse execute a consent form (1) acknowledging that the spouse has read the Agreement; (2) consenting to any sale of that interest pursuant to the Agreement; and (3) promising to take no action to hinder the operation of the Agreement on the Partner's interest, or any interest that the

spouse might have in that Partner's interest.

Section 15.17. Election of Adjusted Basis: In the event of a transfer of all or part of the interest of a Limited Partner, the General Partners may elect, on behalf of the Partnership, to adjust the basis of the Partnership property pursuant to Section 754 of the Internal Revenue Code . All other elections required or permitted to be made by the Partnership under the Internal Revenue Code must be made by the General Partners in whatever manner as will, in their opinion, be most advantageous to a majority in interest of the Limited Partners. Each Partner agrees to supply the Partnership with all necessary and proper information in order to effectuate any tax election.

Section 15.18. Counterparts: This Agreement may be executed in several counterparts and all counterparts so executed constitute one agreement that is binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

Section 15.19. Headings: The headings preceding the Sections of this Agreement are for convenience of reference only, are not a part of this Agreement, and are to be disregarded in the interpretation of any portion of this Agreement.

Section 15.20. Pronouns: All pronouns and variations are deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used requires.

Section 15.21. Statutory References: Any reference to the Internal Revenue Code, the Treasury Regulations, the Act, the California Corporations Code, the California Code of Civil Procedure or other statutes includes all amendments, modifications, or replacements of the specific sections and provisions concerned.

Section 15.22. Other Instruments: The parties to this Agreement covenant and agree that they shall execute all other instruments and documents that are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.

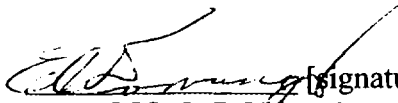
Executed on 04-13-05 [date], at Los Angeles [city], California.

GENERAL PARTNERS:

 [signature]
ERASMO C. DOMINGUEZ

 [signature]
NORA C. DOMINGUEZ

LIMITED PARTNERS:

 [signature]

ERASMO C. DOMINGUEZ

TRUSTEE

THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST

DATED JANUARY 13, 2005

 [signature]
NORA C. DOMINGUEZ,

TRUSTEE

THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST

DATED JANUARY 13, 2005

EXHIBIT A

N.C. II FAMILY LIMITED PARTNERSHIP

A California Limited Partnership

List of Partners

General Partners:

Name and Address of Partner	Total Initial Contribution	Units Issued	Percentage Interest
ERASMO C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CA	<hr/>	<hr/>	.50%
NORA C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CA	<hr/>	<hr/>	.50%
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

Limited Partners:

Name and Address of Partner	Total Initial Contribution	Units Issued	Percentage Interest
ERASMO C. DOMINGUEZ TRUSTEE THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005			49.50%
NORA C. DOMINGUEZ TRUSTEE THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED JANUARY 13, 2005			49.50%

REAL PROPERTY

1. The following described real property in the County of Los Angeles, State of California

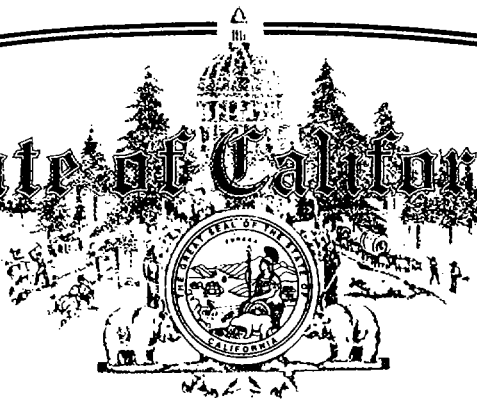
Current owner: ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustees of
THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST DATED:
JANUARY 13, 2005

Assessors Parcel Identification No.: 2320-003-014 & 2320-003-015

Address: 11437 and 11447 Vanowen Street, North Hollywood, California

All assets listed above were delivered by the Limited Partner(s) to the General Partner on this date.

State of California



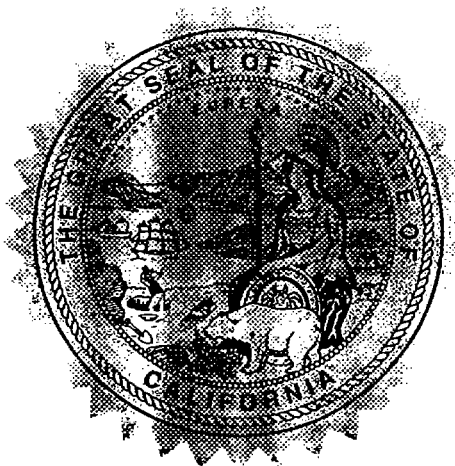
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 25 2005



Kevin Shelley
Secretary of State



State of California

Kevin Shelley
Secretary of State

File # 260502900008

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 18 2005

KEVIN SHELLEY
Secretary of State

CERTIFICATE OF LIMITED PARTNERSHIP

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Partnership" or the abbreviation "L.P.")

1. NAME OF LIMITED PARTNERSHIP
N.C. II FAMILY LIMITED PARTNERSHIP

PRINCIPAL EXECUTIVE OFFICE ADDRESS (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS	CITY AND STATE	ZIP CODE
26505 JOSEL DRIVE	SANTA CLARITA, CA	91387

COUNTY INFORMATION (Complete Item 3 only if the limited partnership was formed in California prior to July 1, 1984 and has elected to be governed by the California Revised Limited Partnership Act.)

3. THE ORIGINAL LIMITED PARTNERSHIP CERTIFICATE WAS RECORDED ON _____ WITH THE RECORDER
OF _____ COUNTY. FILE OR RECORDATION NUMBER _____

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 4 and 5 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 4 must be completed (leave Item 5 blank).)

4. NAME OF AGENT FOR SERVICE OF PROCESS
ERASMO C. DOMINGUEZ

5. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA	CITY	STATE	ZIP CODE
26505 JOSEL DRIVE	SANTA CLARITA	CA	91387

GENERAL PARTNERS (Enter the names and addresses of all of the general partners. Attach additional pages, if necessary.)

6a. NAME	ADDRESS	CITY AND STATE	ZIP CODE
ERASMO C. DOMINGUEZ	26505 JOSEL DRIVE	SANTA CLARITA, CA	91387
6b. NAME	ADDRESS	CITY AND STATE	ZIP CODE
NORA C. DOMINGUEZ	26505 JOSEL DRIVE	SANTA CLARITA, CA	91387

GENERAL PARTNER SIGNATORY REQUIREMENTS

7. INDICATE THE NUMBER OF GENERAL PARTNERS' SIGNATURES REQUIRED FOR FILING CERTIFICATES OF AMENDMENT, RESTATEMENT, MERGER, DISSOLUTION, CONTINUATION, CANCELLATION AND CONVERSION OR DOCUMENTS CONTAINING A STATEMENT OF CONVERSION. 2

ADDITIONAL INFORMATION

8. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

EXECUTION

9. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON

01-13-05
DATE

SIGNATURE OF AUTHORIZED PERSON

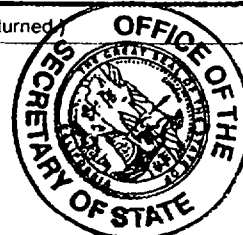
01-13-05
DATE

ERASMO C. DOMINGUEZ, GENERAL PARTNER
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

NORA C. DOMINGUEZ, GENERAL PARTNER
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)

10. NAME [THOMAS R. LEE, ESQ.]
FIRM SENIOR LAW PRACTICE GROUP
ADDRESS 6700 FALLBROOK AVENUE, SUITE 221
CITY/STATE/ZIP [WEST HILLS, CALIFORNIA 91307]



0160

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches,
government agencies, Indian tribal entities, certain individuals, and others.)
> See separate instructions for each line > Keep a copy for your records

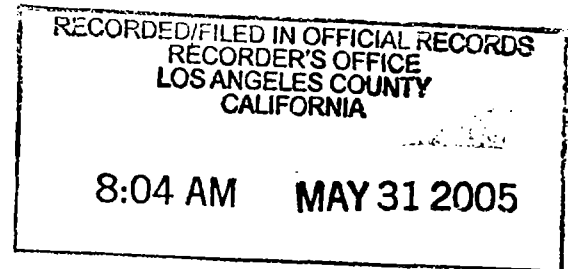
EIN **34-2031813**

OMB No 1545-0003

1 Legal name of entity (or individual) for whom the EIN is being requested N.C.II FAMILY LIMITED PARTNERSHIP			
2 Trade name of business (if different from name on line 1)		3 Executor, trustee, "care of" name	
4a Mailing address (room, apt., suite no. and street, or P.O. box) 26505 JOSEL DRIVE		5a Street address (if different) (Do not enter a P.O. box.)	
4b City, state, and ZIP code SANTA CLARITA, CA 91387		5b City, state, and ZIP code	
6 County and state where principal business is located LOS ANGELES CALIFORNIA			
7a Name of principal officer, general partner, grantor, owner, or trustor ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, GENERAL PARTNERS		7b SSN, ITIN, or EIN 261-64-6200	
8a Type of entity (Check only one box.) <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (enter form number to be filed) > _____ <input type="checkbox"/> Personal service corp. <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) > _____ <input checked="" type="checkbox"/> Other (specify) > LIMITED PARTNERSHIP			
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (SSN) _____ <input type="checkbox"/> Trust (SSN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments' enterprises Group Exemption Number (GEN) > _____			
8b If a corporation, name the state or foreign country (if applicable) where incorporated		State	Foreign country
9 Reason for applying (Check only one box) <input checked="" type="checkbox"/> Started new business (specify type) > FAMILY LIMITED PARTNERSHIP <input type="checkbox"/> Hired employees (Check the box and see line 12.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) > _____ <input type="checkbox"/> Banking purpose (specify purpose) > _____ <input type="checkbox"/> Changed type of organization (specify new type) > _____ <input type="checkbox"/> Purchased going business Created a trust (specify type) > _____ <input type="checkbox"/> Created a pension plan (specify type) > _____			
10 Date business started or acquired (month, day, year)		11 Closing month of accounting year DECEMBER	
12 First date wages or annuities were paid or will be paid (month, day, year) Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) >			
13 Highest number of employees expected in the next 12 months. Note: If applicant does not expect to have any employees during the period, enter -0- >		Agricultural 0	Household 0
14 Check one box that best describes the activity of your business. <input type="checkbox"/> Construction <input type="checkbox"/> Rental & Leasing <input type="checkbox"/> Transport. & Warehousing <input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance Other (specify) _____		<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent broker <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail	
15 Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided.			
16a Has the applicant ever applied for an employer identification number for this or any other business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Note: If 'Yes', please complete lines 16b and 16c.			
16b If you checked 'Yes' on line 16a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2. Legal name > _____ Trade name > _____			
16c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known. Approximate date when filed (month, day, year) _____ City and state where filed _____ Previous EIN _____			
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form		
	Designees name R. SUSAN TENZER, J.D./THOMAS R. LEE Address and ZIP code 6700 FALLBROOK AVENUE, WEST HILLS, California 91307		Designees telephone number (818) 347-0264 Designee's fax number (818) 226-1273
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			
Name and title > ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, GENERAL PARTNERS			
Signature > <i>Erasmus Dominguez</i>		Date > 01-13-05	

This page is part of your document - DO NOT DISCARD

05 1264206



TITLE(S) : DEED



FEE

D.T.T

FEE \$10	T
2	

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT \$4

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

2320 - 003 - 014

002

THIS FORM NOT TO BE DUPLICATED

0162

ERASMO C. DOMINGUEZ
NORA C. DOMINGUEZ
26505 JOSEL DRIVE
SANTA CLARITA, CALIFORNIA 91387

05 1264206

APN# 2320-003-014 & 2320-003-015

SPACE ABOVE THIS LINE FOR RECORDER STAMP

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$-0- CITY TAX \$-0-

computed on full value of property conveyed, or computed on full value less value of liens or
encumbrances remained at time of sale,

Unincorporated area: City of: LOS ANGELES, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustee(s) of THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST, DATED: JANUARY 13, 2005, hereby remises, releases and forever quitclaims to THE N.C. II FAMILY LIMITED PARTNERSHIP, the following described real property in the City of NORTH HOLLYWOOD, County of LOS ANGELES, State of California.

LEGAL DESCRIPTION ATTACHED PER EXHIBIT "A"

Property commonly known as: 11437 and 11447 VANOWEN STREET, NORTH HOLLYWOOD, CALIFORNIA 91605

The undersigned grantor(s) declares: The grantor(s) and the grantee(s) in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T 11923(d). There is no consideration for this transfer and it is excluded from reappraisal under Proposition 13, I.E., California Const. 13A, Section 1, et seq.

Dated 04-13-05


ERASMO C. DOMINGUEZ

Dated 04-13-05


NORA C. DOMINGUEZ

NOTARY PUBLIC
STATE OF CALIFORNIA

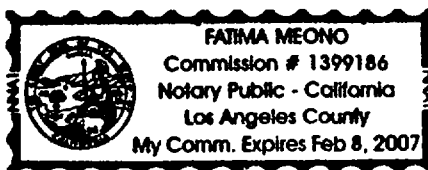
COUNTY OF Los Angeles, ss.

On April 13, 2005 before me Fatima Meono, Notary Public

personally appeared ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature 



Mail Tax Statements to:

Name: ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CALIFORNIA 91387

(this area for official notarial stamp)

0163

3
05 1264206

EXHIBIT "A"

Parcel 1.

The East 55 feet of the East 225 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of Miscellaneous Records, in the office of the County Recorder of said County

EXCEPT the South 25 feet thereof included in Vanowen Street

Parcel 2

The East 50 feet of the West 170 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the East 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of the Miscellaneous Records of the office of the County Recorder of said County

EXCEPT the Southerly 25 feet thereof included in Vanowen Street

Parcel 3

The East 54 72 feet of the West 279 72 feet, (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of the Miscellaneous Records of the office of the County Recorder of said County

EXCEPT the Southerly 25 feet thereof included in Vanowen Street



RICK AUERBACH • ASSESSOR
 500 WEST TEMPLE STREET
 LOS ANGELES, CALIFORNIA 90012-2770
 lacountyassessor.com
 888.807.2111



July 21, 2005

N.C. FAMILY LIMITED PARTNERSHIP
 26505 JOSEL DR
 SANTA CLARITA CA 91387
 ATTN: ERASMO DOMINGUEZ

Assessor Identification #: **2320-003-013**

Property Location: **11433 VANOWEN ST
 NORTH HOLLYWOOD CA**

CHANGE OF OWNERSHIP EXCLUSION R&T CODE 62(a)

A claim for Change of Ownership Exclusion requires the taxpayer to submit substantiating documentation proving that the transaction(s) meet the legal requirements of Revenue and Taxation Code 62(a).

You are requested to provide the following information/documentation. Documents submitted by a legal entity should be certified.

- | | |
|---|--|
| 1. <input checked="" type="checkbox"/> Partnership Agreement(s) | 5. <input type="checkbox"/> First Corporate Minutes |
| 2. <input type="checkbox"/> Stock Register | 6. <input type="checkbox"/> Trust Agreement(s) |
| 3. <input type="checkbox"/> Stock Certificate(s) Issued and the next unissued stock certificate | 7. <input type="checkbox"/> Corporate or Partnership Tax Returns, including schedule K-1 for year(s) |
| 4. <input type="checkbox"/> Articles of Incorporation | 8. <input type="checkbox"/> Operating Agreements(s) |
| <input type="checkbox"/> Bylaws and any amendments to it | |

☐ Other:

A COPY OF ITEM # 1 FOR N C, N C II AND N C III FAMILY LIMITED PARTNERSHIP.

Failure to submit the requested documents within 20 days of the date of this letter may result in a reappraisal of the property. Please sign and return this form with the requested documents to the address indicated above to room **301**, attention **Corporate Unit**. If you have any questions please contact **GEORGETA OPRESCU** at (213) 974-7561.

I declare under penalty of perjury that the documents attached hereto or incorporated by reference into this claim are true, correct, and complete.

N.C. FAMILY LIMITED PARTNERSHIP (66) 252-8657
 NAME OF LEGAL ENTITY (CONTACT) TELEPHONE NUMBER

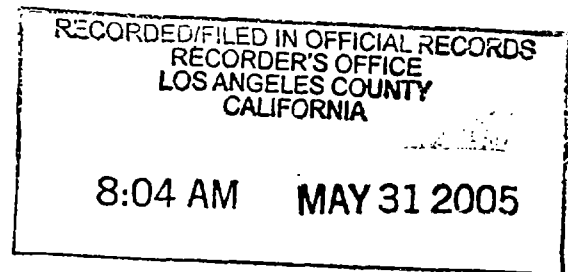
ERASMO C. DOMINGUEZ
 PRINT NAME OF OWNER, PARTNER, OFFICER OR AUTHORIZED AGENT TITLE

ERASMO DOMINGUEZ 07-27-05
 SIGNATURE OF OWNER, PARTNER, OFFICER OR AUTHORIZED AGENT DATE

"To Enrich Lives Through Effective And Caring Service"

This page is part of your document - DO NOT DISCARD

05 1264206



TITLE(S) : DEED



FEE

D.T.T

FEE \$10	T
2	

CODE
20

CODE
19

CODE
9

NOTIFICATION SENT-\$4

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

2320 - 003 - 014

002

THIS FORM NOT TO BE DUPLICATED

0166

ERASMO C. DOMINGUEZ
NORA C. DOMINGUEZ
26505 JOSEL DRIVE
SANTA CLARITA, CALIFORNIA 91387

05 1264206

APN# 2320-003-014 & 2320-003-015

SPACE ABOVE THIS LINE FOR RECORDER STAMP

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$-0- CITY TAX \$-0-

computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remained at time of sale,

Unincorporated area: City of: LOS ANGELES, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, Trustee(s) of THE ERASMO C. AND NORA C. DOMINGUEZ FAMILY TRUST, DATED: JANUARY 13, 2005, hereby remises, releases and forever quitclaims to THE N.C. II FAMILY LIMITED PARTNERSHIP, the following described real property in the City of NORTH HOLLYWOOD, County of LOS ANGELES, State of California.

LEGAL DESCRIPTION ATTACHED PER EXHIBIT "A"

Property commonly known as: 11437 and 11447 VANOWEN STREET, NORTH HOLLYWOOD, CALIFORNIA 91605

The undersigned grantor(s) declares: The grantor(s) and the grantee(s) in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T 11923(d). There is no consideration for this transfer and it is excluded from reappraisal under Proposition 13, I.E., California Const. 13A, Section 1, et seq.

Dated 04-13-05

Erasmus C. Dominguez
ERASMO C. DOMINGUEZ

Dated 04-13-05

Nora C. Dominguez
NORA C. DOMINGUEZ

NOTARY PUBLIC
STATE OF CALIFORNIA

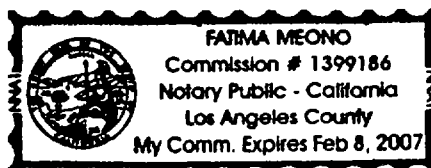
COUNTY OF Los Angeles, ss.

On April 13, 2005 before me Fatima Meono, Notary Public

personally appeared ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature Fatima Meono



Mail Tax Statements to:

Name: ERASMO C. DOMINGUEZ and NORA C. DOMINGUEZ 26505 JOSEL DRIVE SANTA CLARITA, CALIFORNIA 91387

(this area for official notarial stamp)

0167

3
05 1264206

EXHIBIT "A"

Parcel 1.

The East 55 feet of the East 225 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of Miscellaneous Records, in the office of the County Recorder of said County

EXCEPT the South 25 feet thereof included in Vanowen Street

Parcel 2

The East 50 feet of the West 170 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the East 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of the Miscellaneous Records of the office of the County Recorder of said County

EXCEPT the Southerly 25 feet thereof included in Vanowen Street

Parcel 3

The East 54 72 feet of the West 279 72 feet, (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq., of the Miscellaneous Records of the office of the County Recorder of said County

EXCEPT the Southerly 25 feet thereof included in Vanowen Street



**CORRECTIVE ACTION PLAN
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT 1485-J2**

**CORRECTIVE ACTION PLAN
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA**

PARK PROJECT 1485-J2

**RECEIVED
MAR 18 1999
Ans'd.....**

**CORRECTIVE ACTION PLAN
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA**

PARK PROJECT 1485-J2

SUBMITTED TO:

**CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
101 CENTRE PLAZA DRIVE
MONTEREY PARK, CALIFORNIA**

ON BEHALF OF:

**FLEETWOOD MACHINE PRODUCTS, INC.
2902 EAST WASHINGTON STREET
PHOENIX, ARIZONA 85034**

PREPARED BY:

**THE PARK CORPORATION
2130 EAST ORANGEWOOD AVENUE, SUITE 100
ANAHEIM, CALIFORNIA 92806**

MARCH 15, 1999

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**CORRECTIVE ACTION PLAN
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA**

PARK PROJECT 1485-J2

1.0 INTRODUCTION

The **Park Corporation (Park)** has prepared this Corrective Action Plan (CAP) for the remediation of halogenated volatile organic compounds (HVOCs) and refined non-fuel petroleum hydrocarbons in soil at Fleetwood Machine Products, Inc. (Fleetwood) facility located at 11447 Vanowen Street, in the city of North Hollywood, California (the "Site"). This CAP has been prepared to reflect existing Site conditions and to discuss applicable and recommended remedial action alternatives. **Park** is submitting this CAP to the California Regional Water Quality Control Board (CRWQCB) for review and approval. Soil remediation will be initiated immediately after CRWQCB approval of this CAP.

1.1 Objectives

The objective of this CAP is to describe and select the most appropriate, cost-effective, and time-effective methods of remediating HVOC affected soil at the Site. Potential remediation of non-fuel petroleum hydrocarbons present in shallow soils will be addressed in a separate CAP.

2.0 BACKGROUND

2.1 Facility Description

The Fleetwood property is located at 11447 Vanowen Street in North Hollywood, California (Figure 1). The facility is currently utilized as a storage/maintenance yard for wheel chairs. The surrounding area is comprised of commercial property and is bordered by Tujunga Avenue to the east and Vanowen Street to the west.

2.2 Project History

In September 1990, Carberry and Associates (Carberry) performed a Phase I investigation of the Site. Results of the investigation are presented in a report entitled "Environmental Disclosure Report" dated November 19, 1990. This report indicated a risk for environmental impairment resulting from the use of HVOCs and the release of waste oils containing HVOCs within the storage area of the Site.

Based on the results of the Phase I investigation, Carberry conducted assessment of soil conditions on April 16, 1991 and presented the results in a report entitled "Final Report, Subsurface Soil Investigation, Fleetwood Machine Products, Inc., 11447 Vanowen Street, North Hollywood

California". This report documents the presence of perchloroethylene (PCE) and 1,1,1-trichloroethane (1,1,1-TCA) in soil to the maximum depths drilled (20 feet bgs). PCE concentrations ranged from non-detect (ND) to 1,500 micrograms per kilogram ($\mu\text{g/kg}$) at the depth of 20 feet bgs. 1,1,1-TCA concentrations ranged from ND to 230 $\mu\text{g/kg}$ at the depth of 20 feet bgs.

Associated with the HVOCs were petroleum hydrocarbons at concentrations ranging from ND to 17,000 milligrams per kilogram (mg/kg). This petroleum hydrocarbon was characterized as being similar to paint thinner and oil.

During January, 1992, Franklin Environmental Management Services (Franklin) conducted a preliminary soil investigation consisting of six soil borings drilled to depths ranging from 10 to 65 feet bgs. Results of this investigation are presented in a report entitled "Preliminary Site Investigation (Phase II)" dated June 19, 1995. PCE and 1,1,1-TCA were detected in soil to the depth of 30 feet bgs. PCE and 1,1,1-TCA each had concentrations which ranged from ND to 16,000 $\mu\text{g/kg}$. Petroleum hydrocarbons measured as total recoverable petroleum hydrocarbons (TRPH) had concentrations ranging from ND to 22,000 mg/kg . The distribution of HVOCs and TRPH strongly suggested a release of a mixture of solvent and oil.

Park conducted a shallow soil vapor survey on June 2 and 3, 1998. Results were presented in a report entitled "Soil Vapor Survey, Fleetwood Machine Products, Inc., 11447 Vanowen Street, North Hollywood, California" dated July 20, 1998. Results of the soil vapor survey indicated the presence of PCE at depths of 5 and 10 feet bgs at concentrations ranging from ND to 112 micrograms per liter ($\mu\text{g/l}$). No other HVOCs were detected. Soil vapors containing PCE were restricted to the northern area of the Site, in the vicinity of known HVOC-affected soils. No additional areas of concern were identified.

Park conducted an additional investigation to collect data required for the preparation of a Corrective Action Plan (CAP). This investigation included the drilling of soil borings, installation of vapor extraction wells, installation of multi-depth soil vapor probes, and performance of a vapor treatability test (Figure 2). Field services were conducted between November 2 and November 17, 1998. Results of additional investigation conducted by Park are presented in Sections 3.0 and 4.0 of this CAP.

2.3 Regional Geology and Hydrogeology

The Site is located within the San Fernando Valley, a basin characterized as containing Recent alluvial sediments which consist primarily of sand, gravel and clay. These sediments, derived primarily from coalescing alluvial fans and associated fluvial systems are unsorted, unconsolidated and highly permeable.

The Site is located within the San Fernando Groundwater Basin as part of the Upper Los Angeles River Area (ULARA). Regional groundwater in this area is reported to occur at approximately 225

to 250 feet below ground surface (bgs) in the southern portion of the basin. Groundwater flows in a southeasterly direction and exits the basin at the Verdugo Narrows.

2.4 Site Geology and Hydrogeology

The Site is located approximately 5,500 feet north of Puente Creek. The majority of sediments between the ground surface and 5 feet bgs at the Site consist of fine to coarse-grained sand with some silt and clay. Below the depth of 5 feet, soil consist primarily of medium to coarse-grained sands with some gravel and occasional cobbles.

Depth to groundwater has not been assessed at the Site. Based on groundwater data from property located within 500 feet of the subject Site, depth to groundwater is estimated to be approximately 210 feet bgs, flowing towards the southeast.

3.0 ADDITIONAL SITE ASSESSMENT

In November, 1998, Park conducted an additional investigation in order to further evaluate the vertical extent of HVOC-affected soil, and to evaluate the Site for SVE remediation. The scope of activities included the drilling of two multi-depth soil vapor probes, two vapor extraction wells, and two combination vapor probe/vapor extraction wells. Multi-depth soil vapor probes were constructed in soil borings with discrete probed installed at depths of 5, 15, 30, 45, and 60 feet bgs. Extraction wells were constructed with screened intervals from either 5 to 30 feet or from 10 to 30 feet bgs. Soil boring logs with well construction and multi-depth vapor probe details are included as Figure 7 and Appendix A. These borings were designated as VP for vapor probes, VW for vapor wells, and VWP for vapor wells with probes.

3.1 Results of Soil Sample Analyses

Soil samples were collected from soil borings at 5-foot increments to the depth of 30 feet, and at 10-foot increments, thereafter. Boring VP-1-P was sampled at 55 feet rather than 60 feet due to auger refusal. Selected soil samples were analyzed for HVOCs using EPA method 8010 and for Total Recoverable Petroleum Hydrocarbons (TRPH) using EPA method 418.1.

Results of analyses for HVOCs using EPA method 8010 indicated the presence of PCE in concentrations ranging from ND to 14,000 µg/kg in soils at the 10 feet depth (Table 1). Trace concentrations of 1,1,1-TCA and 1,1,2-trichloroethane (1,1,2-TCA) were detected at the 10-foot depth at concentrations of 6.4 and 5.2 µg/kg, respectively. At the 20-foot level, PCE had attenuated to 1,100 µg/kg. All samples below the 20-foot depth were ND for all HVOC constituents.

Results of analyses for TRPH using EPA method 418.1 indicated maximum concentrations of 13,732 mg/kg at the 5-foot depth, 9,075 mg/kg at 10 feet, 4,493 mg/kg at 15 feet, and less than 100 mg/kg at all sample depths greater than 15 feet bgs (Figure 3).

Park's findings corroborate previous investigations which suggested that soils affected with HVOCs and TRPH were limited to surficial soils above the 30 foot depth.

3.2 Results of Vapor Probe Sample Analyses

Soil vapor samples were collected from depth-specific vapor probes installed in selected borings. All vapor probes were installed at 15, 30, 45, and 60 feet bgs with the exception of one probe in VP-1-P, which was installed at 55 feet bgs. Selected vapor samples were analyzed for HVOCs using EPA method 8010.

Results of analyses for HVOCs using EPA method 8010 indicated the presence of PCE in concentrations ranging from 1.3 to 40 µg/l at 15 foot depths; 2.1 to 47 µg/l at 30 foot depths; 1.6 to 24 µg/l at 45 foot depths; and, 1.5 to 31 µg/l at 60 foot depths. Trace 1,1,1-TCA concentrations were detected in VWP-1-P at 45 feet bgs at 0.65 µg/l (Figure 4). A complete summary of soil and vapor results are included as Appendix B. Laboratory results for soil samples collected are summarized in Table 2.

4.0 VAPOR EXTRACTION TESTING AND RESULTS

4.1 Vapor Extraction Testing and Sampling Methodology

To assess the feasibility of using vapor extraction to remediate HVOC-affected soils from the unsaturated zone, vapor extraction feasibility testing was performed on four vapor extraction wells (VWP-1-P, VWP-2-P, VW-1-P, and VW-2-P) located within the Site. (The identification of each of these wells are indicated as such: V = Vapor, P = Probes, and W = Well) A regenerative blower was used to produce a vacuum within these wells. Vacuum created in the particular extraction well and adjacent wells was measured with manometers (vacuum gauges) in order to evaluate vapor migration within the vadose zone.

4.1.1 Field Testing Activities

During each test, a vacuum was applied to each casing string for 30 minutes. Air flow rates were observed at the well, and the induced vacuum was measured and recorded. During the test, manometers were used to measure vapor migration within the vadose zone, and vacuum in the monitoring wells adjacent to and in the vicinity of the well being tested.

4.1.2 Vapor Sample Collection and Analysis

Vapor samples were analyzed on Site by Sierra Analytical of Laguna Hills, California. Vapor samples were collected using a non-contaminating, hand-held, SKC vacuum pump. Samples were then

alternative is based in part upon economics, present and future land use, geologic and hydrogeologic site characteristics, nature and distribution of chemical constituents, safety, convenience, and remediation goals to be attained.

Based upon prior experience at sites with similar geologic, hydrogeologic, and environmental concerns, three (3) remedial action alternatives (RAAs) have been selected for consideration as the recommended remedial approach for the Site. These options are as follows:

OPTION I: Passive Soil Remediation;

OPTION II: Soil Vapor Extraction With Off-Gas Treatment; and

OPTION III: Excavation With Off-Site Disposal.

The matrix lists Options I through III and presents selected criteria that have been used to evaluate the viability and desirability of each option.

5.1.1 OPTION I - Passive Soil Remediation

Passive soil remediation relies upon the principle that chlorinated hydrocarbon compounds will naturally degrade or attenuate over time. Such degradation and/or attenuation can be attributed in part to metabolic and co-metabolic processes occurring between indigenous microorganisms found in soil and the hydrocarbon compounds of concern. Under proper circumstances, passive remediation can be an appropriate choice. Sites with soils having adequate populations of chlorinated hydrocarbon-degrading bacteria, nutrients, and oxygen levels may be a good choice for this alternative. Additionally, sites in areas which pose little risk or threat for potential human contact may also be amenable to this alternative. Option I will be retained for further consideration.

5.1.2 OPTION II - Soil Vapor Extraction With Off-Gas Treatment

Soil vapor extraction (SVE) is proposed to volatilize and remove PCE within the vadose zone soils beneath the Site. Well testing revealed that virtually all of the chlorinated hydrocarbons beneath the Site are accessible by the use of SVE. Concentrating the SVE in these areas allows for the maximum removal of PCE from the subsurface. Analytical laboratory results of soil samples and soil vapor surveys indicate that concentrations of PCE are generally restricted to the back (northern) portion of the Site. Within the primary release area, soils are affected to the depth of approximately 30 feet. Trace concentrations of vapors have migrated deeper, to the maximum drilled depth of 60 feet. Based on relatively low concentrations, and a small volume of released PCE, recovered vapors will be treated using GAC.

5.1.3 OPTION III - Excavation With Off-Site Disposal/Treatment

Based on previous soil investigations, it is estimated that HVOC-affected soils are present to depths of 30 feet below ground surface which require soil remediation. Under Option III, affected soil would be excavated and removed from the Site for disposal at a licensed treatment/recycling facility. Because of the configurations of the HVOC plume in soil, excavation activities would require the demolition of above-ground structures. The major physical obstructions associated with this option, combined with the excessive cost and loss of daily retail operations make it impractical, thus Option III was not retained for further consideration.

5.2 Recommended Remedial Action Alternative

Following a review of existing Site geologic and hydrogeologic characteristics, the well testing results, the magnitude and extent of HVOC-affected soil, and the analysis of remedial action alternatives, Park recommends that Option II, soil vapor extraction remediation, be retained as the remedial option of choice. SVE technology is proven to remediate soil, and can result in significant improvements in groundwater quality.

Vapor phase HVOC compounds that have been volatilized from the vadose zone soils and groundwater will be conveyed to a carbon treatment unit and captured. The carbon treatment unit will operate under an SCAQMD permit.

As previously stated, potential future remediation of shallow soils containing petroleum hydrocarbons will be addressed in a separate CAP. It is anticipated that enzyme-enhanced bio-venting will be proposed to remediate soils to 10 feet bgs containing petroleum hydrocarbons.

6.0 CONCEPTUAL REMEDIAL DESIGN

6.1 Process Description

SVE is a technology that can be utilized to remove HVOCs from subsurface soils. The performance and efficiency of SVE systems depend primarily on the vapor extraction flow rates, vapor flow paths relative to the body of the HVOC plume, and the physicochemical characteristics of the HVOC compounds of concern (i.e., vapor pressure).

The degree to which soil will be mitigated is a function of the clean, unsaturated air that can be flushed past or through the body of the HVOC plume. Remediation of soil takes place by the following mechanisms:

- Removal of chlorinated hydrocarbon-laden soil gas from pore spaces;
- Vapor phase partitioning of liquid phase chlorinated hydrocarbons;

12.0 REMARKS

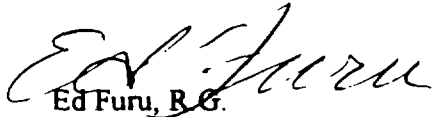
The recommendations contained in the Corrective Action Plan represent our professional opinions. These opinions are based on currently available information and are arrived at in accordance with currently accepted hydrogeologic and engineering practices at this location. No warranty is implied or intended.

This Corrective Action Plan was prepared by



Kenneth Lundberg
Project Scientist

This Corrective Action Plan was reviewed by:



Ed Furu, R.G.
Principal Hydrogeologist



TABLE 1 (page 1 of 2)
SUMMARY OF ANALYTICAL RESULTS FOR SOIL SAMPLES
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

SAMPLE NUMBER AND DEPTH	DATE SAMPLED	HALOGENATED VOLATILE ORGANIC COMPOUNDS (HVOC) EPA METHOD 8010 (µg/kg)	TOTAL RECOVERABLE PETROLEUM HYDROCARBONS (TRPH) EPA METHOD 418.1 (mg/kg)
VWP-1-P @ 5' @ 10' @ 20' @ 30' @ 40' @ 50' @ 60'	11/2/98	NA Tetrachloroethylene = 160 ND ND ND ND ND	1,835 2,162 26 ND 32 NA NA
VWP-2-P @ 10' @ 20' @ 30' @ 40' @ 50' @ 60'	11/2/98	ND ND ND ND ND ND	19 26 22 NA NA NA
VW-1-P @ 5' @ 10' @ 15' @ 20' @ 25' @ 30'	11/2/98	NA Tetrachloroethylene = 1,900 1,1,2-trichloroethane = 5.2 NA ND NA ND	ND 2,049 4,493 25 35 ND
VW-2-P @ 5' @ 10' @ 20' @ 30'	11/2/98	NA ND ND ND	ND ND ND 33

TABLE 1 (page 2 of 2)
SUMMARY OF ANALYTICAL RESULTS FOR SOIL SAMPLES
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

SAMPLE NUMBER AND DEPTH	DATE SAMPLED	HALOGENATED VOLATILE ORGANIC COMPOUNDS (HVOC) EPA METHOD 8018 (µg/kg)	TOTAL RECOVERABLE PETROLEUM HYDROCARBONS (TRPH) EPA METHOD 418.1 (mg/kg)
VP-1-P @ 5'	11/2/98	NA	13,732
@ 10'		Tetrachloroethylene = 14,000 1,1,1-trichloroethane = 6.4	9,075
@ 15'		NA	52
@ 20'		Tetrachloroethylene = 1,100	37
@ 25'		NA	ND
@ 30'		ND	33
@ 40'		ND	ND
@ 50'		ND	NA
@ 55'		ND	NA
VP-2-P @ 5'	11/2/98	NA	32
@ 10'		ND	94
@ 20'		ND	22
@ 30'		ND	ND
@ 40'		ND	ND
@ 50'		ND	NA
@ 60'		ND	NA

(µg/kg) = Micrograms per kilogram
(mg/kg) = Milligrams per kilogram
ND = Not Detected
NA = Not Analyzed

TABLE 2
SUMMARY OF ANALYTICAL RESULTS FOR DISCRETE
SOIL VAPOR PROBE SAMPLES
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

SAMPLE NUMBER AND DEPTH	DATE SAMPLED	HALOGENATED VOLATILE ORGANIC COMPOUNDS (HVOC) EPA METHOD 8010		DETECTION LIMIT	
		($\mu\text{g/l}$)	ppm(v/v)	($\mu\text{g/l}$)	ppm(v/v)
VWP-1-P @ 15' @ 30' @ 45' @ 60'	11/17/98	Tetrachloroethene = 7.4	1.1	0.5	0.074
		Tetrachloroethene = 6.7	1.0	0.5	0.074
		Tetrachloroethene = 22	3.2	0.5	0.074
		1,1,1-trichloroethane = 0.65	0.12	0.5	0.09
		Tetrachloroethene = 31	4.6	0.5	0.074
VWP-2-P @ 15' @ 30' @ 45' @ 60'	11/17/98	Tetrachloroethene = 0.32	0.32	0.5	0.074
		Tetrachloroethene = 3.0	0.44	0.5	0.074
		Tetrachloroethene = 1.8	0.26	0.5	0.074
		Tetrachloroethene = 1.5	0.22	0.5	0.074
VP-1-P @ 5' @ 10' @ 25' @ 40' @ 55'	11/17/98	Tetrachloroethene = 41	6.0	0.5	0.074
		Tetrachloroethene = 40	5.9	0.5	0.074
		Tetrachloroethene = 47	6.9	0.5	0.074
		Tetrachloroethene = 24	3.5	0.5	0.074
		Tetrachloroethene = 20	2.9	0.5	0.074
VP-2-P @ 5' @ 15' @ 30' @ 45' @ 60'	11/17/98	Tetrachloroethene = 0.91	0.13	0.5	0.074
		Tetrachloroethene = 1.3	0.19	0.5	0.074
		Tetrachloroethene = 2.1	0.31	0.5	0.074
		Tetrachloroethene = 1.6	0.24	0.5	0.074
		Tetrachloroethene = 1.5	0.22	0.5	0.074

$\mu\text{g/l}$ = Micrograms per liter
ppm(v/v) = Parts per million (volume per volume)

TABLE 3
SUMMARY OF ANALYTICAL RESULTS FOR SOIL VAPOR
TREATABILITY SAMPLES
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

SAMPLE NUMBER AND ELAPSED TIME (MINUTES)	DATE SAMPLED	HALOGENATED VOLATILE ORGANIC COMPOUNDS (HVOC) EPA METHOD 8010		DETECTION LIMIT	
		[ppm(v/v)]	(µg/l)	(µg/l)	ppm(v/v)
VWP-1-P @ 5' @ 30'	11/18/98	Tetrachloroethene = 9.3	63	0.5	0.074
		Tetrachloroethene = 9.1	62	0.5	0.074
VWP-2-P @ 5' @ 30'	11/18/98	Tetrachloroethene = 1.6	11	0.5	0.074
		Tetrachloroethene = 1.2	7.9	0.5	0.074
VP-1-P @ 5' @ 30'	11/18/98	Tetrachloroethene = 22	150	0.5	0.074
		Tetrachloroethene = 22	150	0.5	0.074
VP-2-P @ 5' @ 30'	11/18/98	Tetrachloroethene = 1.0	6.9	0.5	0.074
		Tetrachloroethene = 1.3	8.7	0.5	0.074

µg/l = Micrograms per liter
ppm(v/v) = Parts per million (volume per volume)

TABLE 4 (page 1 of 4)
RESPONSE OF VAPOR EXTRACTION WELL VWP-1-P
TO OTHER VAPOR EXTRACTION WELLS WITH TIME OF SAMPLING
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

TIME (PM)	VACUUM PRESSURE IN INCHES OF MERCURY	VAPOR FLOW RATE CFM	VACUUM PRESSURE IN EACH WELL, IN INCHES OF WATER			HC READING PPMV (OVA)	LABORATORY RESULTS PPMV
			VW-1-P	VWP-2-P	VW-2-P		
1:30	1.10	220	1.8	.21	.15	7.1	
1:40	1.10	220	1.7	.20	.15	7.3	
1:50	1.10	218	1.75	.22	.12	7.3	
2:00	1.10	218	1.75	.22	.13	7.6	
2:10	1.10	218	1.75	.22	.13	7.4	
2:20	1.10	218	1.74	.23	.13	7.3	
2:30	1.10	218	1.75	.22	.13	7.4	

TABLE 4 (page 2 of 4)
RESPONSE OF VAPOR EXTRACTION WELL VW -1-P
TO OTHER VAPOR EXTRACTION WELLS WITH TIME OF SAMPLING
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

TIME (PM)	VACUUM PRESSURE IN INCHES OF MERCURY	VAPOR FLOW RATE CFM	VACUUM PRESSURE IN EACH WELL, IN INCHES OF WATER			HIC READING PPMV (OVA)	LABORATORY RESULTS PPMV
			VWP-1-P	VWP-2-P	VW-2-P		
2:50	1.47	205	1.68	.40	.30	22.5	
2:55	1.47	205	1.70	.40	.30	22.8	
3:05	1.47	205	1.70	.41	.30	22.7	
3:15	1.47	205	1.60	.41	.32	23.0	
3:25	1.47	206	1.70	.41	.33	22.6	
3:35	1.47	205	1.70	.41	.33	22.6	
3:45	1.47	205	1.70	.41	.33	22.5	

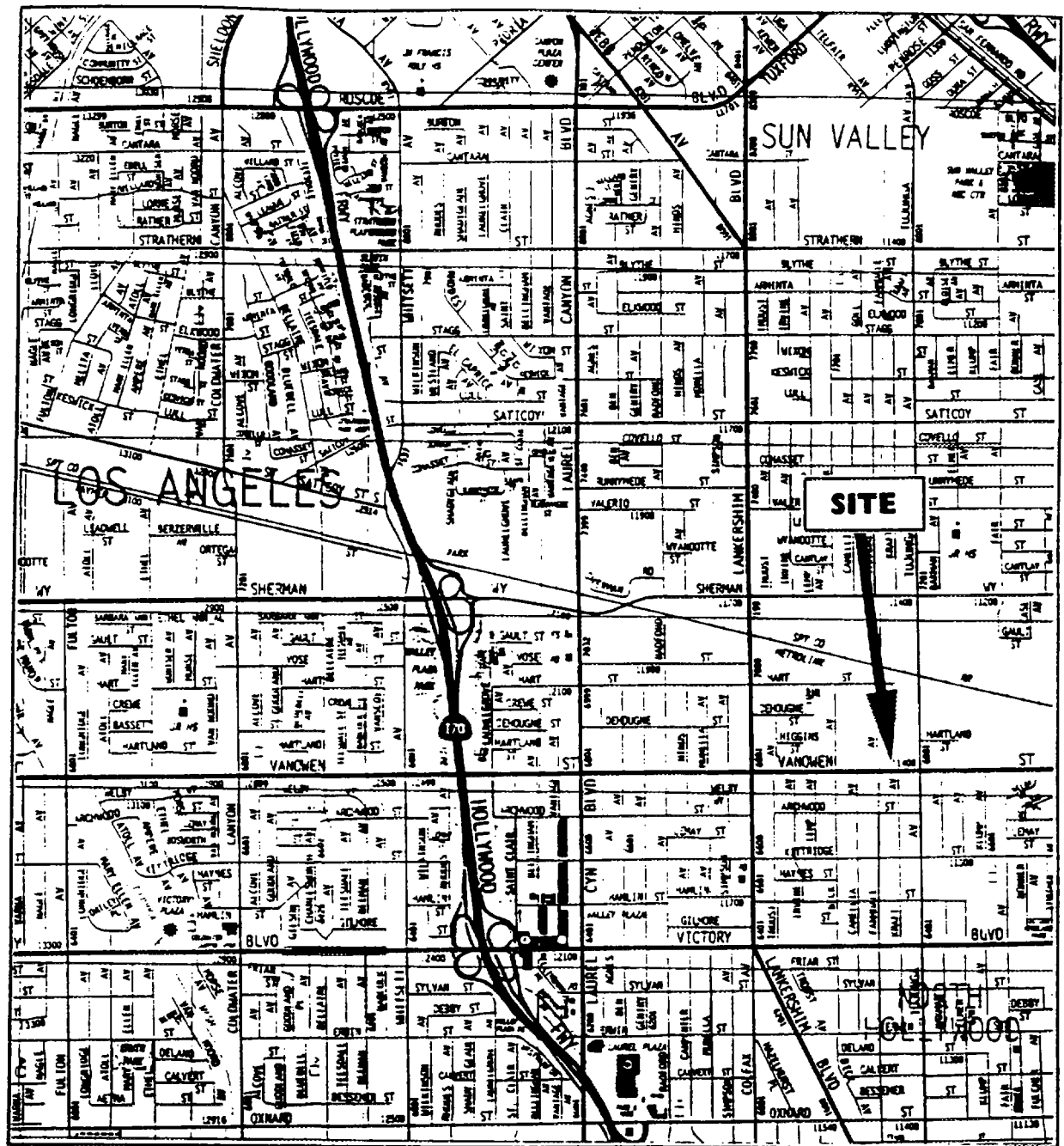
TABLE 3 (page 3 of 4)
RESPONSE OF VAPOR EXTRACTION WELL VWP-2-P
TO OTHER VAPOR EXTRACTION WELLS WITH TIME OF SAMPLING
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

TIME (PM)	VACUUM PRESSURE IN INCHES OF MERCURY	VAPOR FLOW RATE CFM	VACUUM PRESSURE IN EACH WELL, IN INCHES OF WATER			HC READING PPMV (OVA)	LABORATORY RESULTS PPMV
			VWP-1-P	VW-1-P	VW-2-P		
3:55	1.32	198	1.0	.46	.42	1.1	
4:00	1.32	198	1.0	.47	.42	1.7	
4:10	1.32	198	1.1	.45	.42	1.6	
4:20	1.32	198	1.1	.46	.42	1.6	
4:30	1.32	198	1.0	.45	.43	1.6	
4:40	1.32	200	1.0	.45	.43	1.6	
4:50	1.32	200	1.0	.45	.43	1.6	

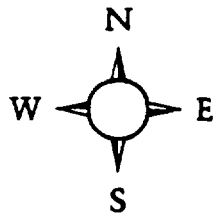
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TABLE 3 (page 4 of 4)
RESPONSE OF VAPOR EXTRACTION WELL VW-2-P
TO OTHER VAPOR EXTRACTION WELLS WITH TIME OF SAMPLING
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PARK PROJECT NO. 1485-J2

TIME (PM)	VACUUM PRESSURE IN INCHES OF MERCURY	VAPOR FLOW RATE CFM	VACUUM PRESSURE IN EACH WELL, IN INCHES OF WATER			HC READING PPMV (OVA)	LABORATORY RESULTS PPMV
			VWP-1-P	VW-1-P	VWP-2-P		
5:00	0.88	226	0.90	0.39	0.47	1.0	
5:05	0.88	226	0.90	0.40	0.48	1.0	
5:15	0.88	226	0.95	0.40	0.48	1.0	
5:25	0.88	226	0.95	0.40	0.48	0.9	
5:35	0.88	225	0.95	0.40	0.47	0.9	
5:45	0.88	225	0.95	0.41	0.48	1.1	
5:55	0.88	225	0.95	0.41	0.48	1.0	



ADAPTED FROM : 1996 LOS ANGELES/ORANGE COUNTIES THOMAS GUIDE MAP, PAGE 532

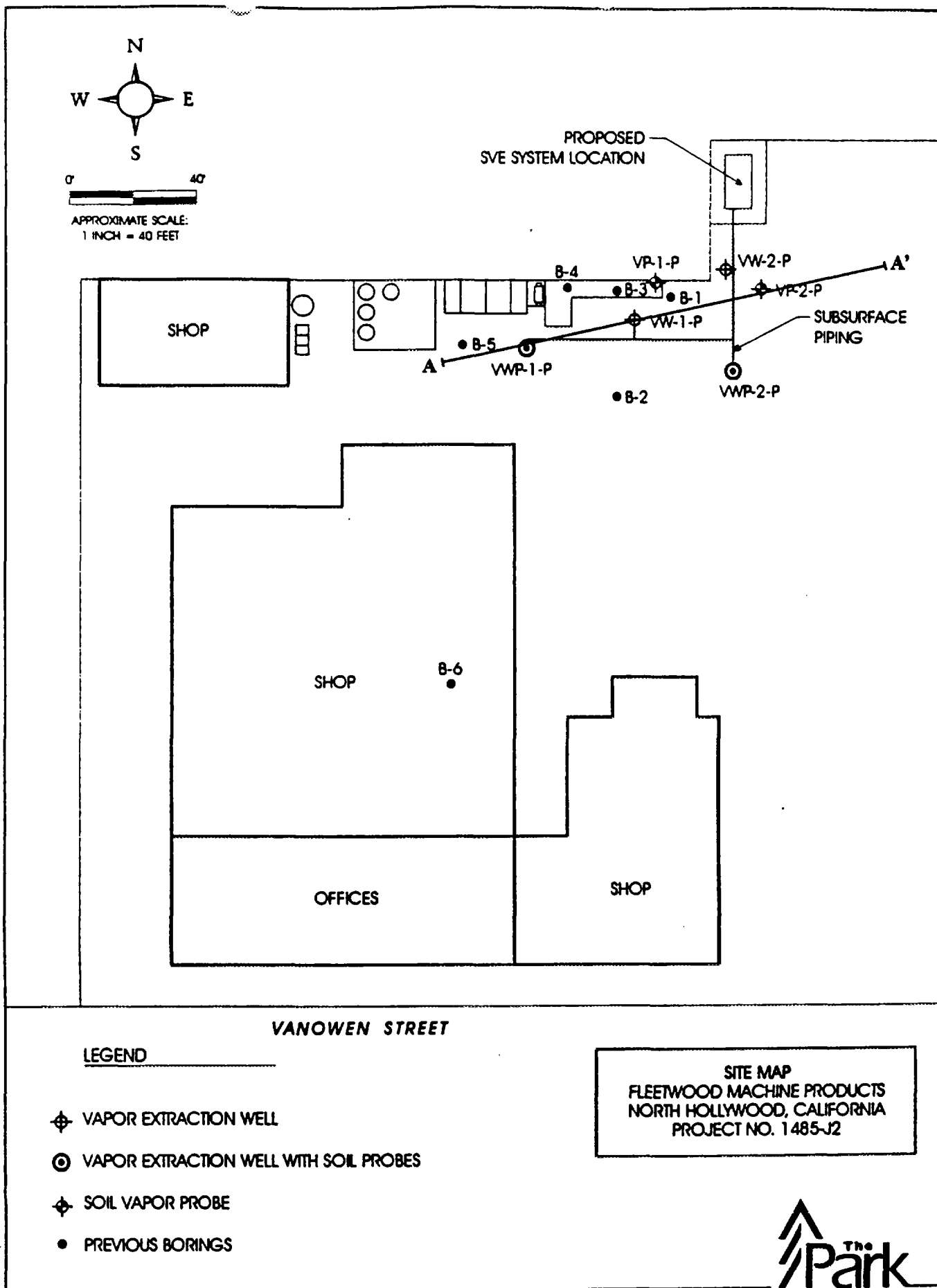


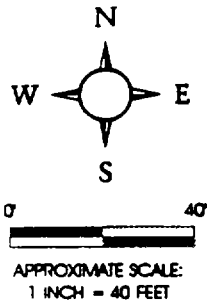
APPROXIMATE SCALE:
1 INCH = 2,400 FEET

SITE LOCATION MAP
FLEETWOOD MACHINE PRODUCTS, INC.
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
PROJECT NO. 1485



FIGURE 1





@	HVOCs (µg/kg)	TRPH (mg/kg)
5'	NA	13.732
10'	PCE=14,000 1,1,1-TCA=6.4	9.075
15'	NA	52
20'	PCE=1,100	37
25'	NA	ND
30'	ND	33
40'	ND	ND
50'	ND	NA
55'	ND	NA

@	HVOCs	TRPH (mg/kg)
5'	NA	ND
10'	ND	ND
20'	ND	ND
30'	ND	33

PROPOSED
SVE SYSTEM LOCATION

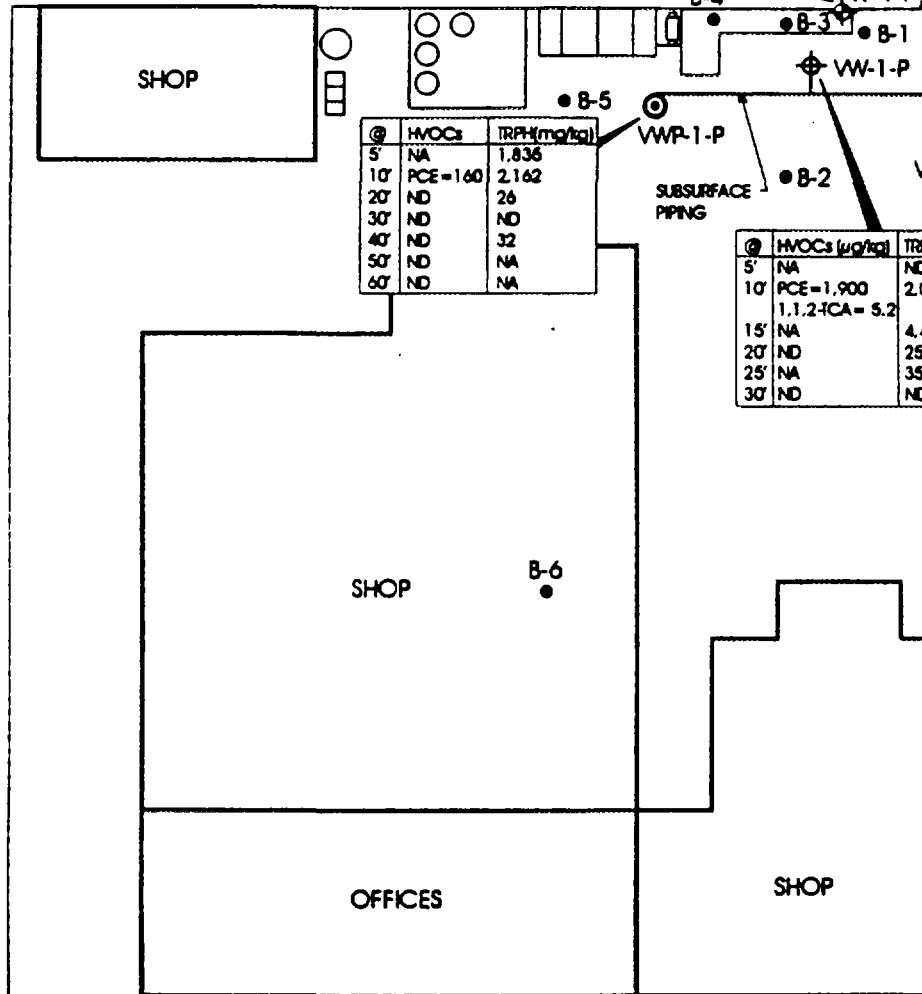
@	HVOCs	TRPH
10'	ND	94
20'	ND	22
30'	ND	ND
40'	ND	ND
50'	ND	NA
60'	ND	NA

@	HVOCs	TRPH (mg/kg)
5'	NA	1.836
10'	PCE=160	2.162
20'	ND	26
30'	ND	ND
40'	ND	32
50'	ND	NA
60'	ND	NA

SUBSURFACE
PIPING

@	HVOCs (µg/kg)	TRPH (mg/kg)
5'	NA	ND
10'	PCE=1,900 1,1,2-TCA=5.2	2.049
15'	NA	4.493
20'	ND	25
25'	NA	35
30'	ND	ND

@	HVOCs	TRPH (mg/kg)
10'	ND	19
20'	ND	26
30'	ND	22
40'	ND	NA
50'	ND	NA
60'	ND	NA



VANOWEN STREET

LEGEND

- ⊕ VAPOR EXTRACTION WELL
- ⊙ VAPOR EXTRACTION WELL WITH SOIL PROBES
- ⊛ SOIL VAPOR PROBE
- PREVIOUS BORINGS

SITE MAP SHOWING CONCENTRATIONS
OF HVOCs & TRPH IN SOIL
FLEETWOOD MACHINE PRODUCTS
NORTH HOLLYWOOD, CALIFORNIA
PROJECT NO. 1485-J2



FIGURE 3 Corporation

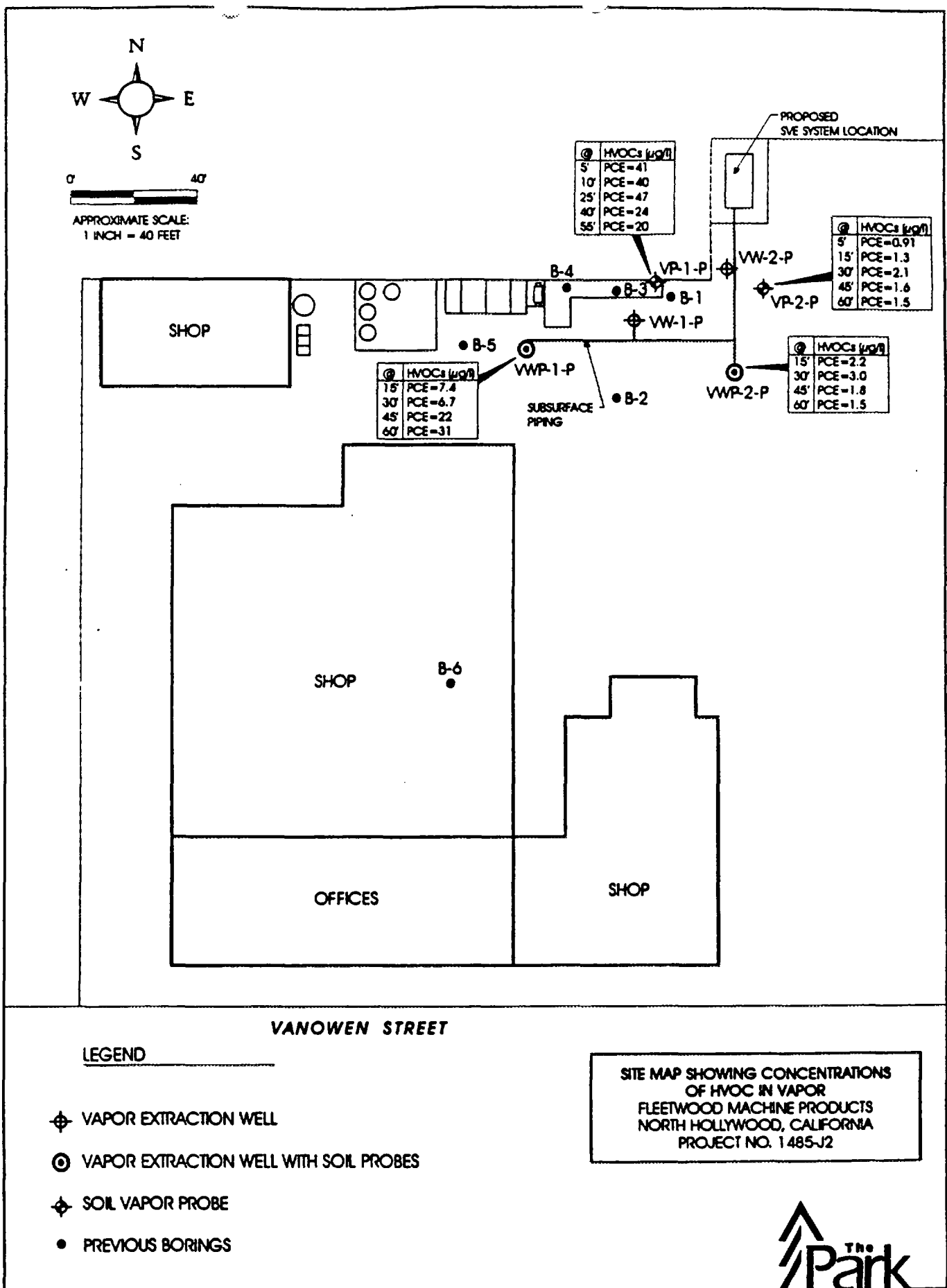
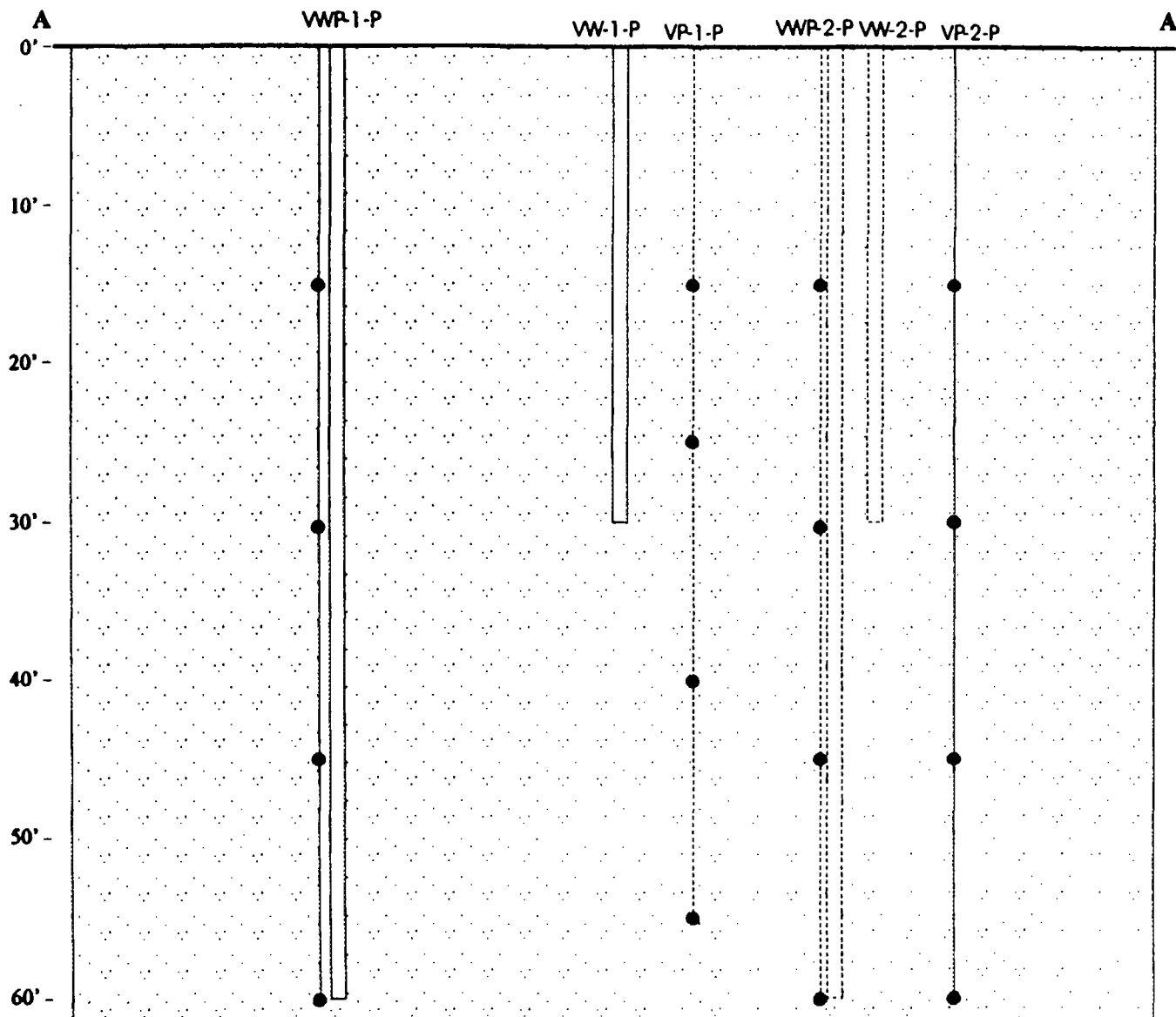


FIGURE 4



0' 20'

HORIZONTAL SCALE:
1 INCH = 20 FEET

LEGEND

● VAPOR PROBES

CROSS-SECTION A-A'
FLEETWOOD MACHINE PRODUCTS
NORTH HOLLYWOOD, CALIFORNIA
PROJECT NO. 1485-J2



FIGURE 6

Estimated Radius of Influence
Well Cap Measurements
Fleetwood Machine Products, Inc.
11447 Vanowen St.
North Hollywood, California
Park Project No. 1485-J2

Test Well -VW-1-P
Flow Rate = ~205 cfm

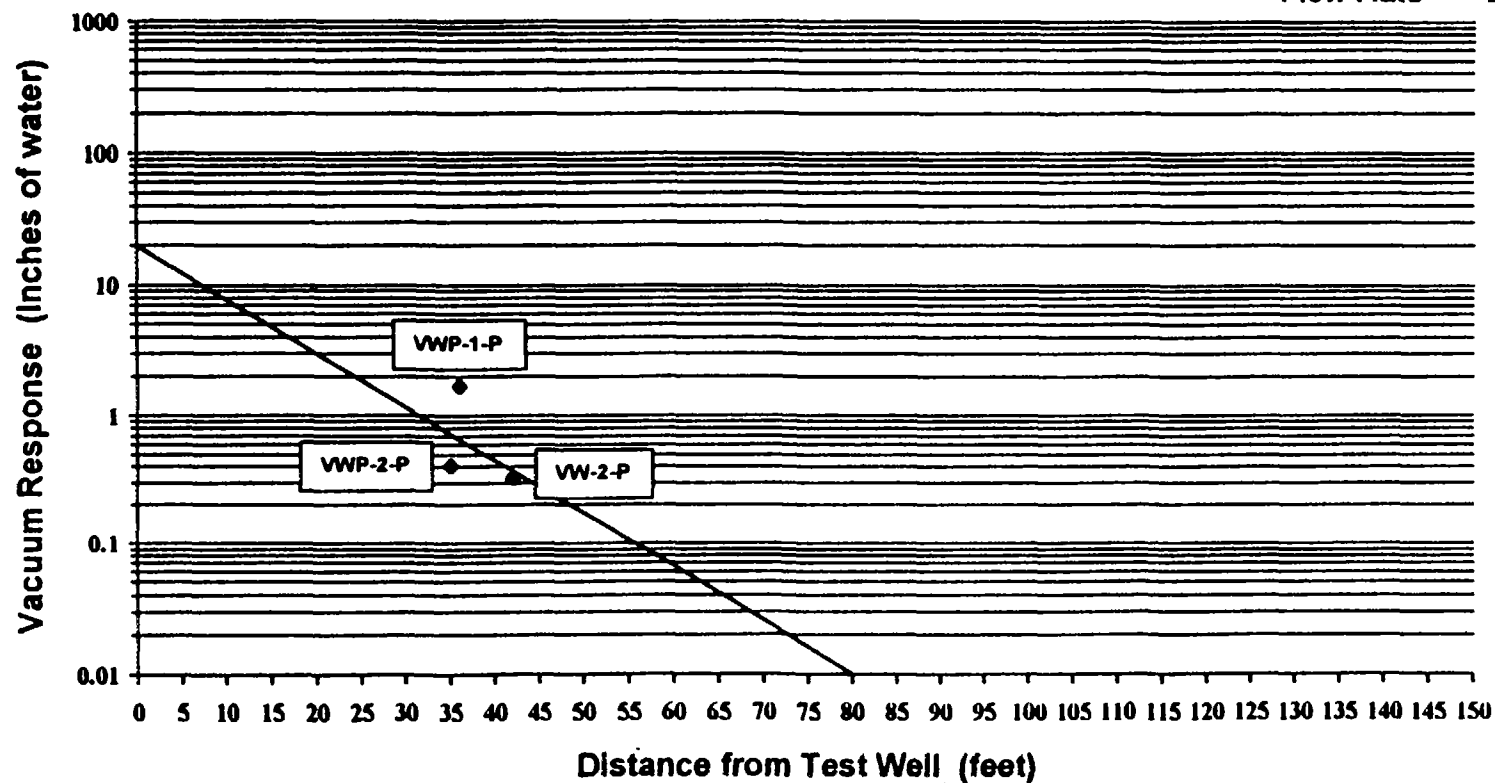


FIGURE 6A

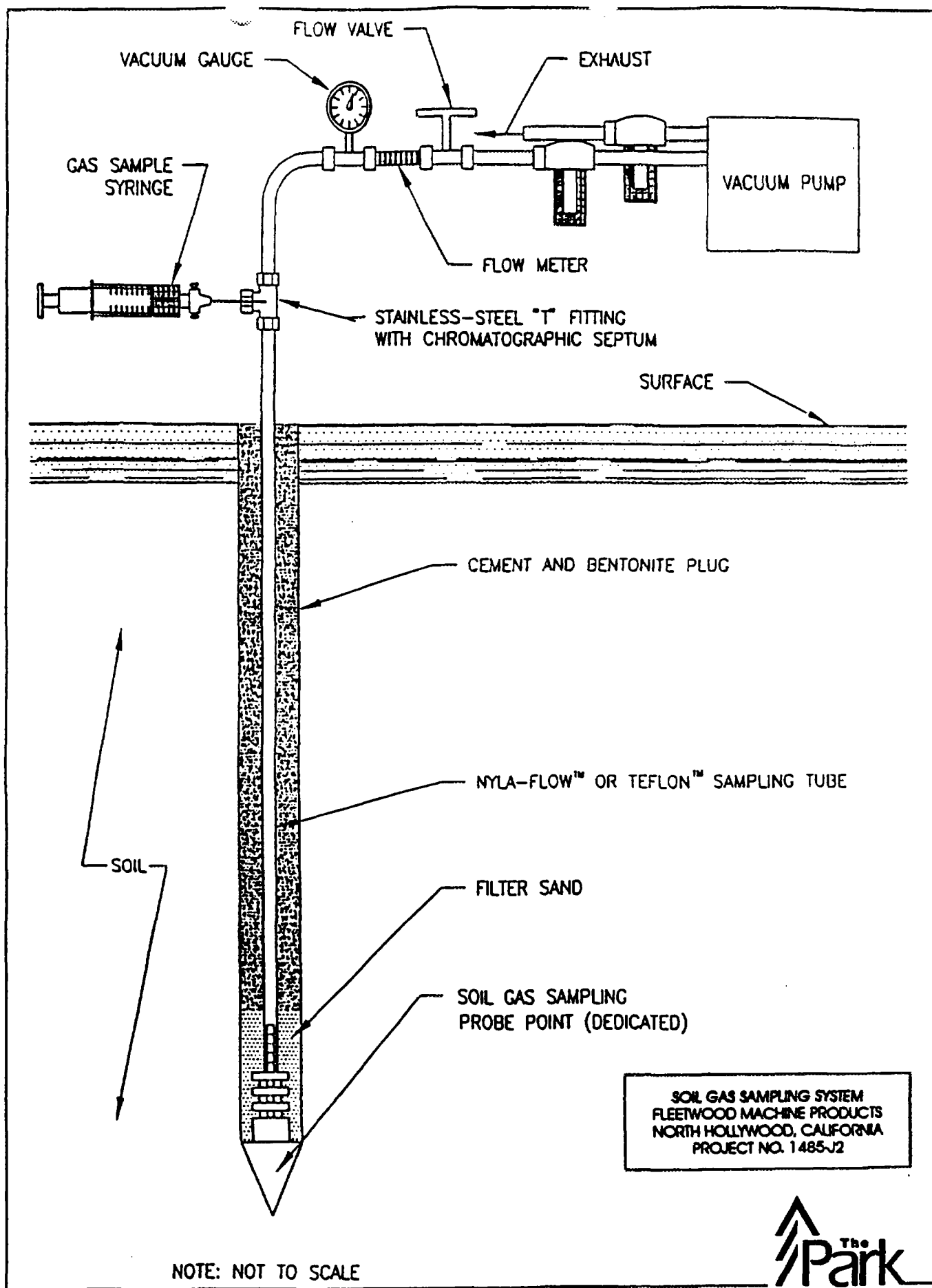
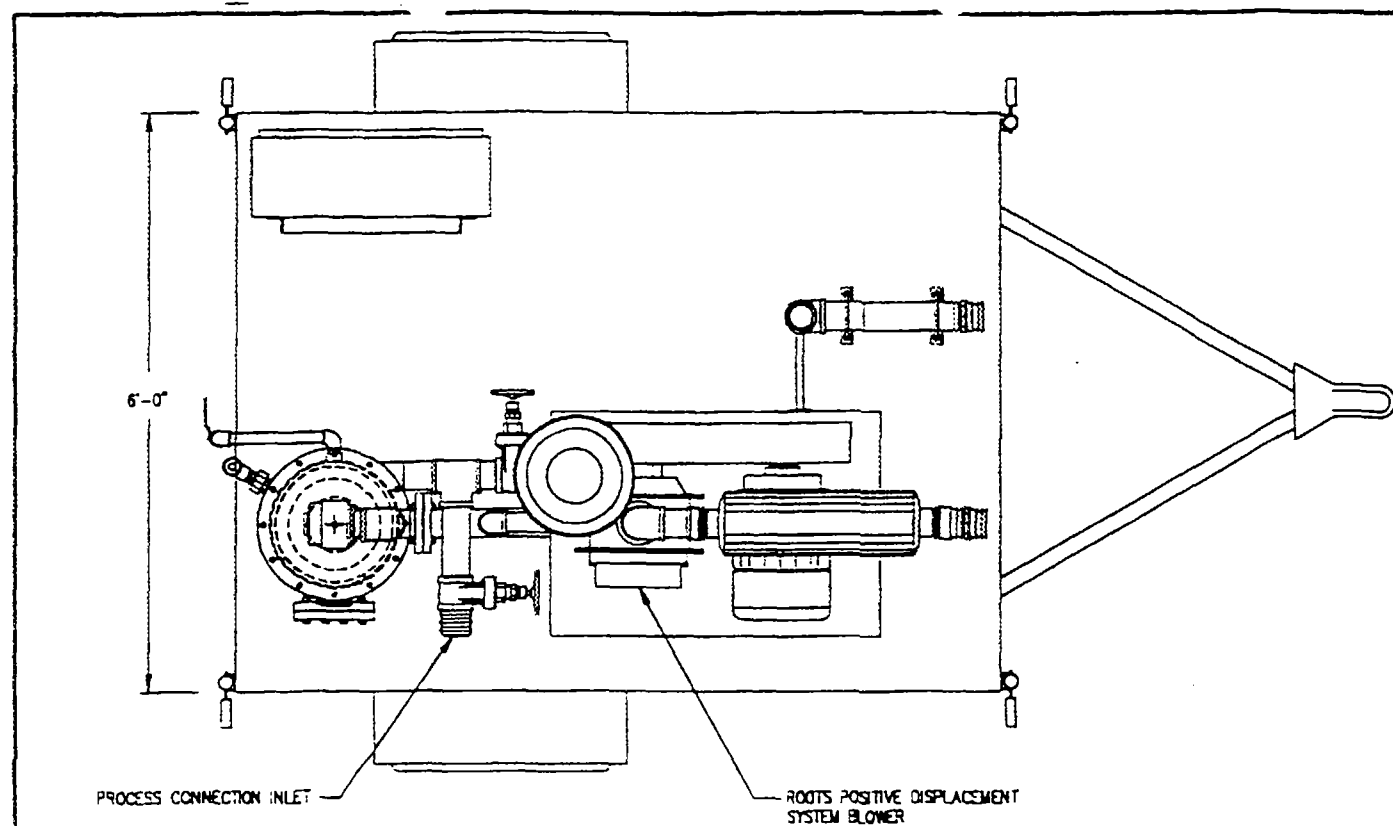
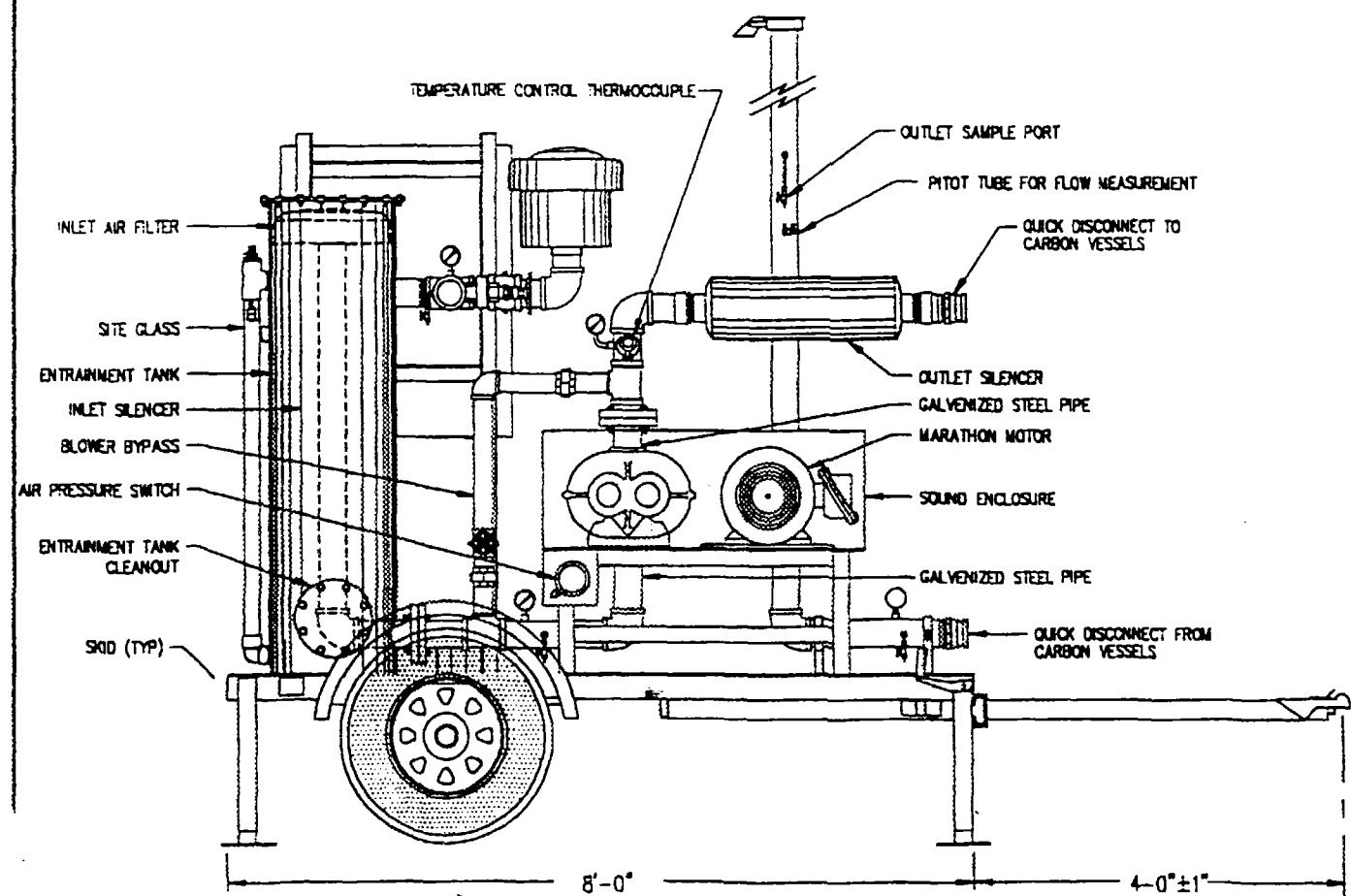


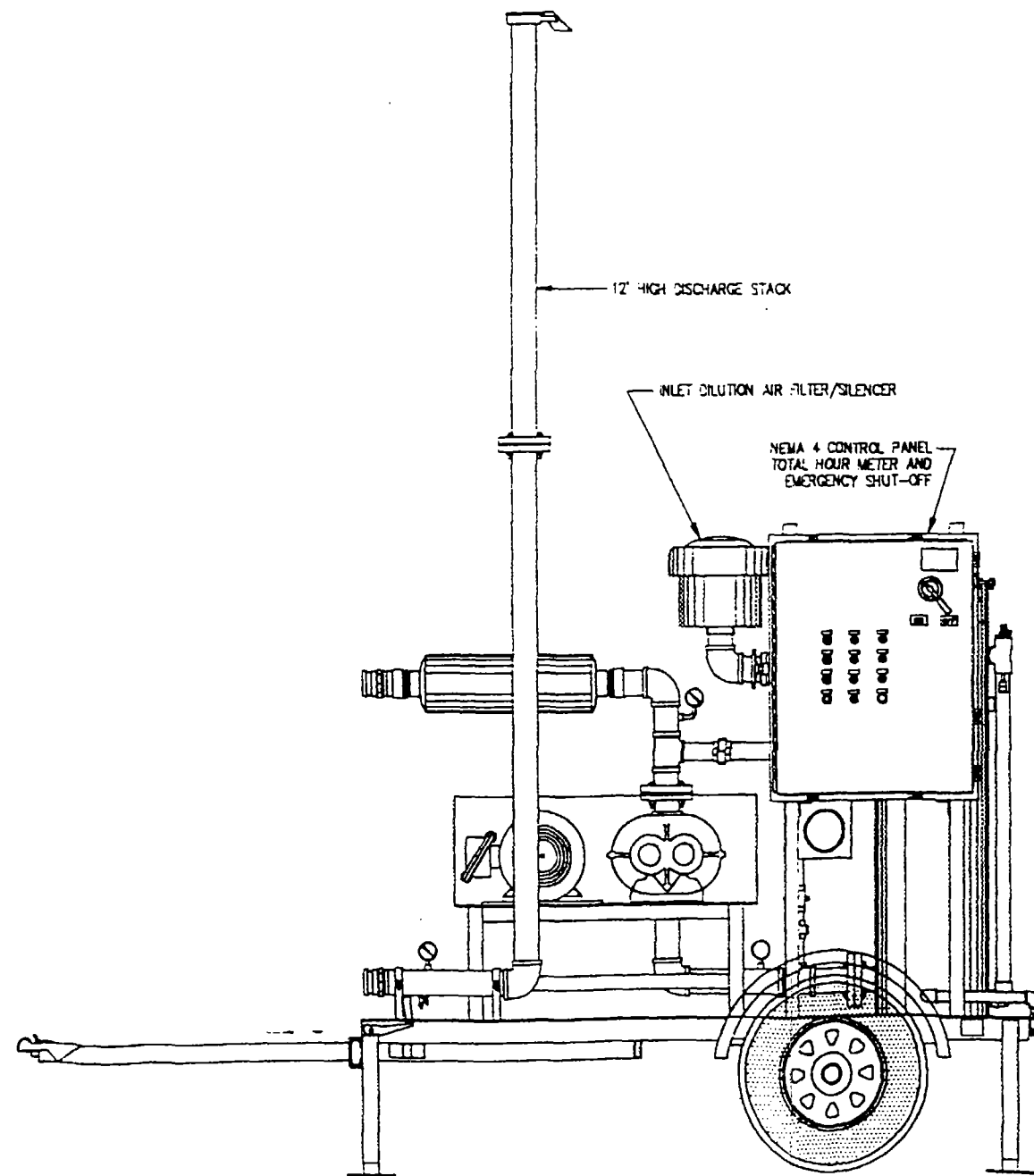
FIGURE 7



PLAN VIEW



SIDE ELEVATION



SIDE ELEVATION

NO.	DATE	BY	REVISION
1			
2			
3			
4			

NOTE:
STEALTH WILL PROVIDE CLIENT WITH
PRESSURE GAUGE FOR PLACEMENT BETWEEN
CARBON VESSELS

DRAFT

APPROVAL RECORD

SIGNATURE	DATE
ELECT ENG TERRY O'NEILL	1-24-98
PROJ. MANAGER: GEORGE TRACY	1-24-98
DESIGNED BY: GEORGE TRACY	1-24-98
DRAWN BY: ED DEE	1-24-98
APPROVED BY: JIM CLIFFRE	
SCALE: NOT TO SCALE	SIZE: 8.5" X 11"

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**FLEETWOOD MACHINE
PRODUCTS, INC.**
11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA

**COUGAR
250 SCFM
VAPOR EXTRACTION
CARBON SYSTEM**

DATE: 1/24/99	FILE: C493M01
PROJECT NO.: 00493	



SHEET
1 OF 1

FIGURE 8



2130 E. Orangewood Avenue, Suite 100
 Anaheim, California 92808
 Tel: 714.777.1001
 Fax: 714.777.1262

SITE LOCATION SKETCH MAP

Page 1 of 2

WELL CONSTRUCTION LOG

BORING/WELL NO. VP-1-P		PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		LOCATION 11447 Vanowen Street North Hollywood, California	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan & Don		GEOLOGIST/OFFICE Ken Lundberg/Anaheim		APPROVED BY Ed Furr	
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger		SIZE/TYPE OF BIT 6 1/4" / Spade		SAMPLING METHOD Split Spoon	
START/FINISH DATE 11/3/98-11/3/98					
WELL INSTALLED? YES <input type="checkbox"/> NO <input type="checkbox"/>		CASING MAT./DIA.		SCREEN: TYPE MAT. LENGTH DIA. SLOT SIZE	
ELEVATION OF: (FT. ABOVE M.S.L.)		GROUND SURFACE		TOP OF WELL CASING TOP & BOTTOM SCREEN GW SURFACE DATE	

WELL CONSTRUCTION			LITHOLOGY		SAMPLING DATA	
Depth, feet	Steel Monument Box w/Lock	Slip Cap	Graphic Log	Visual Description	Slow Counts Per Foot	PID Values (ppm)
5				SAND: (SP), very coarse-grained, trace gravel, light brown, medium dense, moist	18	8.4
10				SAND: (SP), same as above	20	25.8
15				SAND: (SP), same as above, dense	33	5.4
20				SAND: (SP), same as above	34	15
25				SAND: (SP), very coarse-grained sand, trace gravel, light brown, very dense, moist, odor	68	Odor
30				SAND: (SP), same as above	39	Odor
35						

Continued Next Page



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SITE LOCATION SKETCH MAP

Page 1 of 2

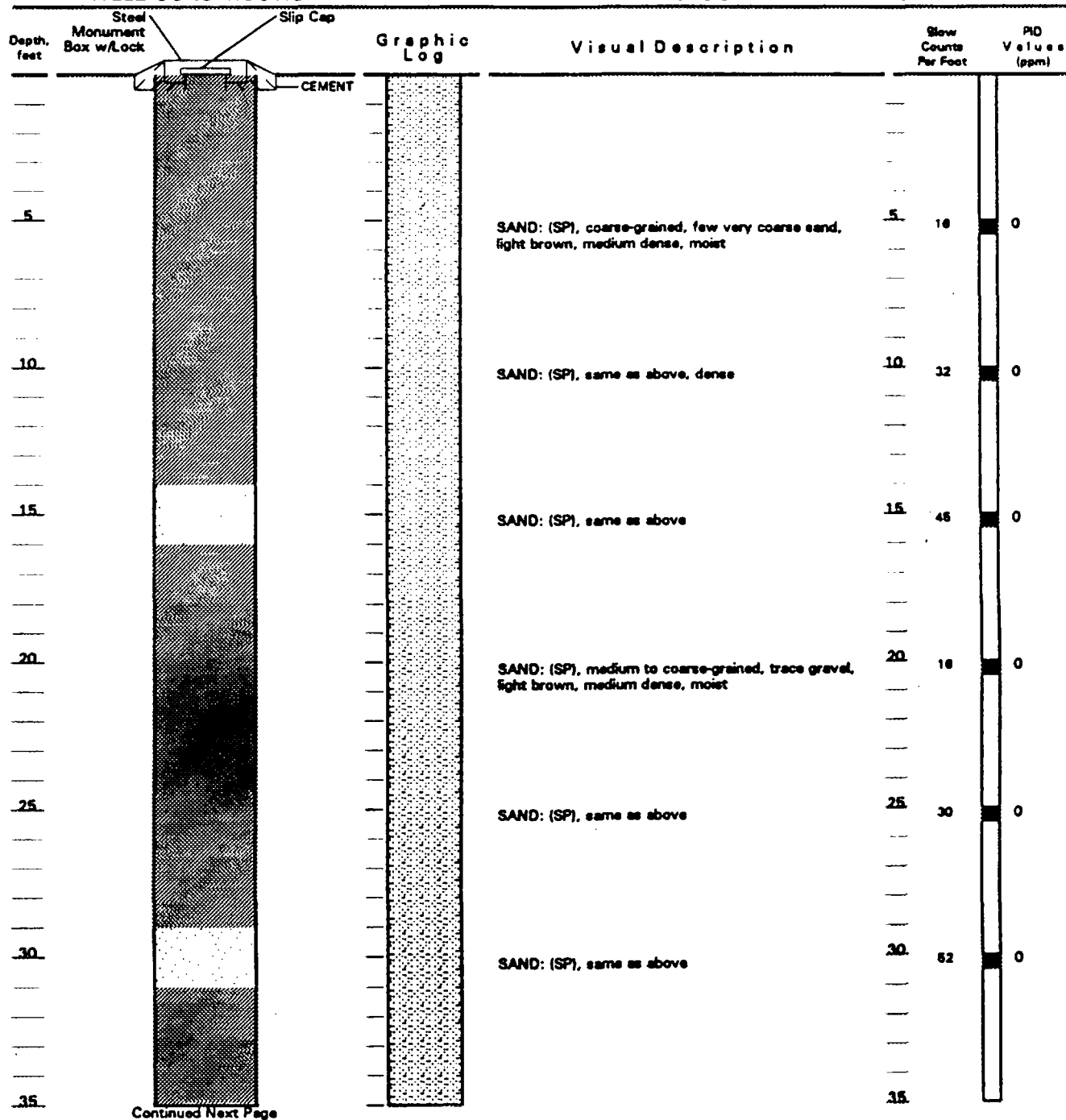
WELL CONSTRUCTION LOG

BORING/WELL NO. VP-2-P		LOCATION 11447 Vanowen Street North Hollywood, California	
PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		APPROVED BY Ed Furu	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan & Don		SIZE/TYPE OF BIT 6 1/4" / Spade	
GEOLOGIST/OFFICE Ken Lundberg/Anaheim		SAMPLING METHOD Split Spoon	START/FINISH DATE 11/3/98-11/3/98
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger			
WELL INSTALLED? YES <input type="checkbox"/> NO <input type="checkbox"/>	CASING MAT./DIA.	SCREEN: TYPE	MAT.
ELEVATION OF: (FT. ABOVE M.S.L.)	GROUND SURFACE	TOP OF WELL CASING	TOP & BOTTOM SCREEN
			GW SURFACE
			DATE

WELL CONSTRUCTION

LITHOLOGY

SAMPLING DATA



Continued Next Page



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Page 2 of 2

WELL CONSTRUCTION LOG

BORING/WELL NO.

VP-2-P

PROJECT NO./NAME

1485-J2/Fleetwood Machine Products

LOCATION

11447 Vanowen Street

North Hollywood, California

WELL CONSTRUCTION			LITHOLOGY	SAMPLING DATA	
Depth, feet	Continued	Graphic Log	Visual Description	Slow Counts Per Foot	PID Values (ppm)
40			SAND: (SP), same as above	41	0
45				45	
50			SAND: (SP), same as above, few gravels, very dense	96	0
55				55	
60			SAND: (SP), same as above, very gravelly	60	0

BORING COMPLETED AT 60 FEET BELOW GROUND
 SURFACE

NO GROUNDWATER ENCOUNTERED

VAPOR PROBES INSTALLED AT 15, 30, 45, AND 60
 FEET BELOW GROUND SURFACE



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SITE LOCATION SKETCH MAP

Page 1 of 1

WELL CONSTRUCTION LOG

BORING/WELL NO. VW-1-P		PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		LOCATION 11447 Vanowen Street North Hollywood, California	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan & Don		GEOLOGIST/OFFICE Ken Lundberg/Anaheim		APPROVED BY Ed Furu	
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger		SIZE/TYPE OF BIT 6 1/4" / Spade		SAMPLING METHOD Split Spoon	START/FINISH DATE 11/3/98-11/3/98
WELL INSTALLED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CASING MAT./DIA. PVC / 4"	SCREEN: TYPE Slotted MAT. PVC		LENGTH 25'	DIA. 4"
ELEVATION OF: (FT. ABOVE M.S.L.)		GROUND SURFACE	TOP OF WELL CASING	TOP & BOTTOM SCREEN	GW SURFACE
					DATE

WELL CONSTRUCTION		LITHOLOGY		SAMPLING DATA	
Depth, feet	Steel Monument Box w/ Lock	Graphic Log	Visual Description	Blow Counts Per Foot	PID Values (ppm)
5			SAND: (SP), medium-grained, trace coarse-grained sand, light grayish brown, dense, moist	22	0
10			SAND: (SP), same as above, trace cobbles	27	0
15			SAND: (SP), same as above, no cobbles	33	Odor
20			SAND: (SP), same as above	43	Light Odor
25			SAND: (SP), coarse-grained, common very coarse to gravelly sand, light brown, dense, moist	36	0
30			SAND: (SP), same as above, very dense	88	0
BORING COMPLETED AT 30 FEET BELOW GROUND SURFACE NO GROUNDWATER ENCOUNTERED					



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SITE LOCATION SKETCH MAP

Page 1 of 1

WELL CONSTRUCTION LOG

BORING/WELL NO. VW-2-P		LOCATION 11447 Vanowen Street North Hollywood, California	
PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		APPROVED BY Ed Furu	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan & Don		SIZE/TYPE OF BIT 6 1/4" / Spade	
GEOLOGIST/OFFICE Ken Lundberg/Anaheim		SAMPLING METHOD Split Spoon	START/FINISH DATE 11/3/98-11/3/98
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger			
WELL INSTALLED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CASING MAT./DIA. PVC / 4"	SCREEN: TYPE Slotted MAT. PVC LENGTH 25' DIA. 4" SLOT SIZE 0.02"	
ELEVATION OF: (FT. ABOVE M.S.L.)	GROUND SURFACE	TOP OF WELL CASING	TOP & BOTTOM SCREEN GW SURFACE DATE

WELL CONSTRUCTION			LITHOLOGY		SAMPLING DATA	
Depth, feet	Steel Monument Box w/ Lock	Slip Cap	Graphic Log	Visual Description	Slow Counts Per Foot	PID Values (ppm)
5				SAND: (SP), coarse-grained, trace very coarse-grained sand, light brown, medium dense, moist	23	0
10				SAND: (SP), same as above	18	5
15				SAND: (SP), same as above, dense	46	0
20				SAND: (SP), very coarse-grained, dense	34	0
25				SAND: (SP), coarse-grained, trace cobbles, light brown, dense, moist	46	0
30				SAND: (SP), same as above, common cobbles, very dense	72	0
BORING COMPLETED AT 30 FEET BELOW GROUND SURFACE NO GROUNDWATER ENCOUNTERED						



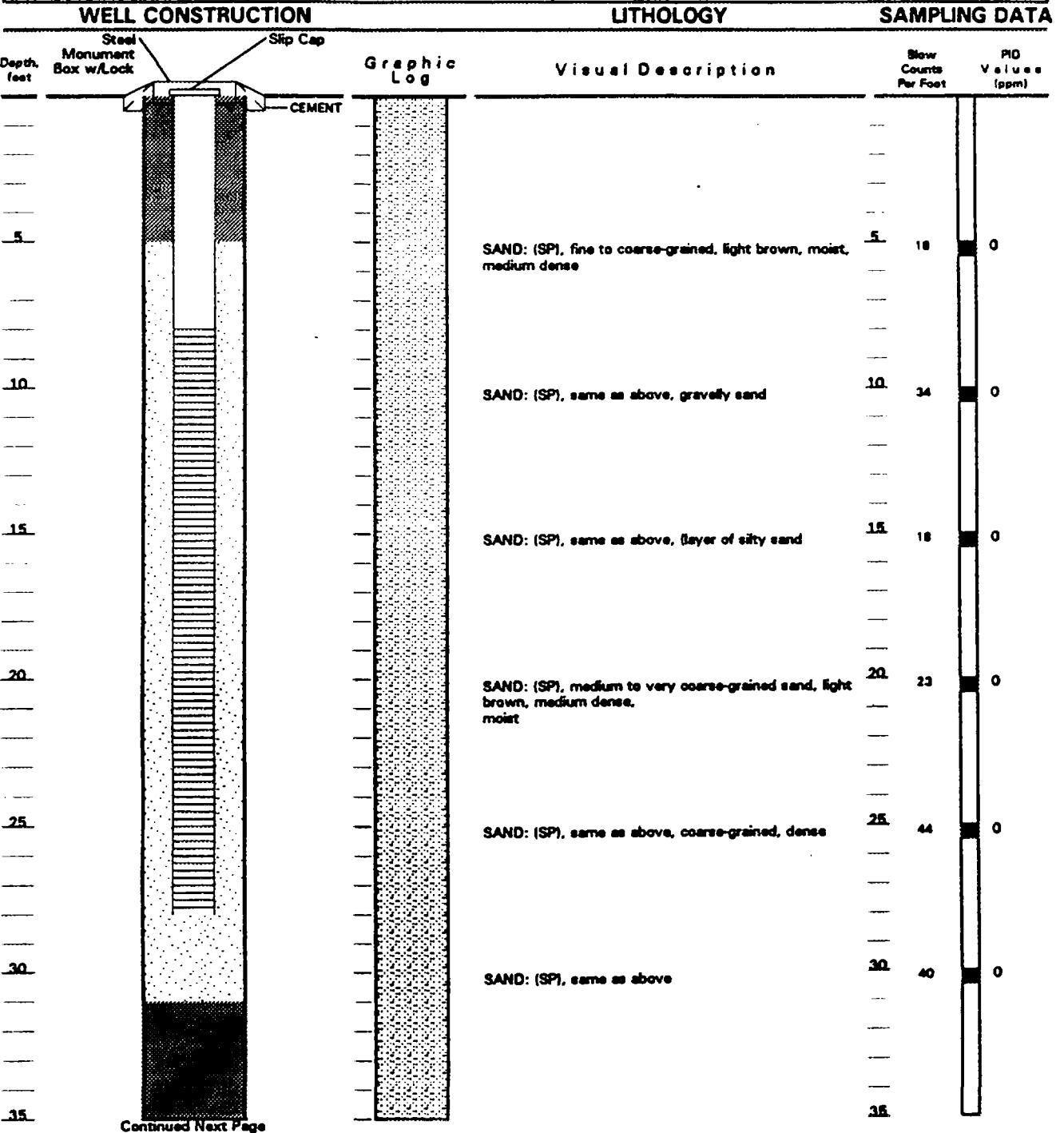
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SITE LOCATION SKETCH MAP

Page 1 of 2

WELL CONSTRUCTION LOG

BORING/WELL NO. VWP-1-P		LOCATION 11447 Vanowen Street North Hollywood, California	
PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		APPROVED BY Ed Furu	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan		SAMPLING METHOD Split Spoon	
GEOLOGIST/OFFICE Ken Lundberg/Anaheim		START/FINISH DATE 11/2/98-11/2/98	
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger		SIZE/TYPE OF BIT 6 1/4" / Spade	
WELL INSTALLED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CASING MAT./DIA. PVC	SCREEN: TYPE Slotted MAT. PVC	LENGTH 20' DIA. 4" SLOT SIZE 0.02"
ELEVATION OF: (FT. ABOVE M.S.L.)	GROUND SURFACE	TOP OF WELL CASING	TOP & BOTTOM SCREEN GW SURFACE DATE





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WELL CONSTRUCTION LOG

BORING/WELL NO.
 VWP-1-P

PROJECT NO./NAME

1485-J2/Fleetwood Machine Products

LOCATION

11447 Vanowen Street

North Hollywood, California

WELL CONSTRUCTION		LITHOLOGY		SAMPLING DATA	
Depth, feet	Continued	Graphic Log	Visual Description	Slow Counts Per Foot	PIG Values (ppm)
40			SAND: (SP), same as above, trace gravel	40	58
45				45	
50			SAND: (SP), medium to coarse-grained, light brown, very dense, moist	50	67
55				55	
60			SAND: (SP), same as above, common gravels	60	60

BORING COMPLETED AT 60 FEET BELOW GROUND SURFACE
 NO GROUNDWATER ENCOUNTERED
 VAPOR PROBES INSTALLED AT 15, 31, 45, 60 FEET BELOW GROUND SURFACE



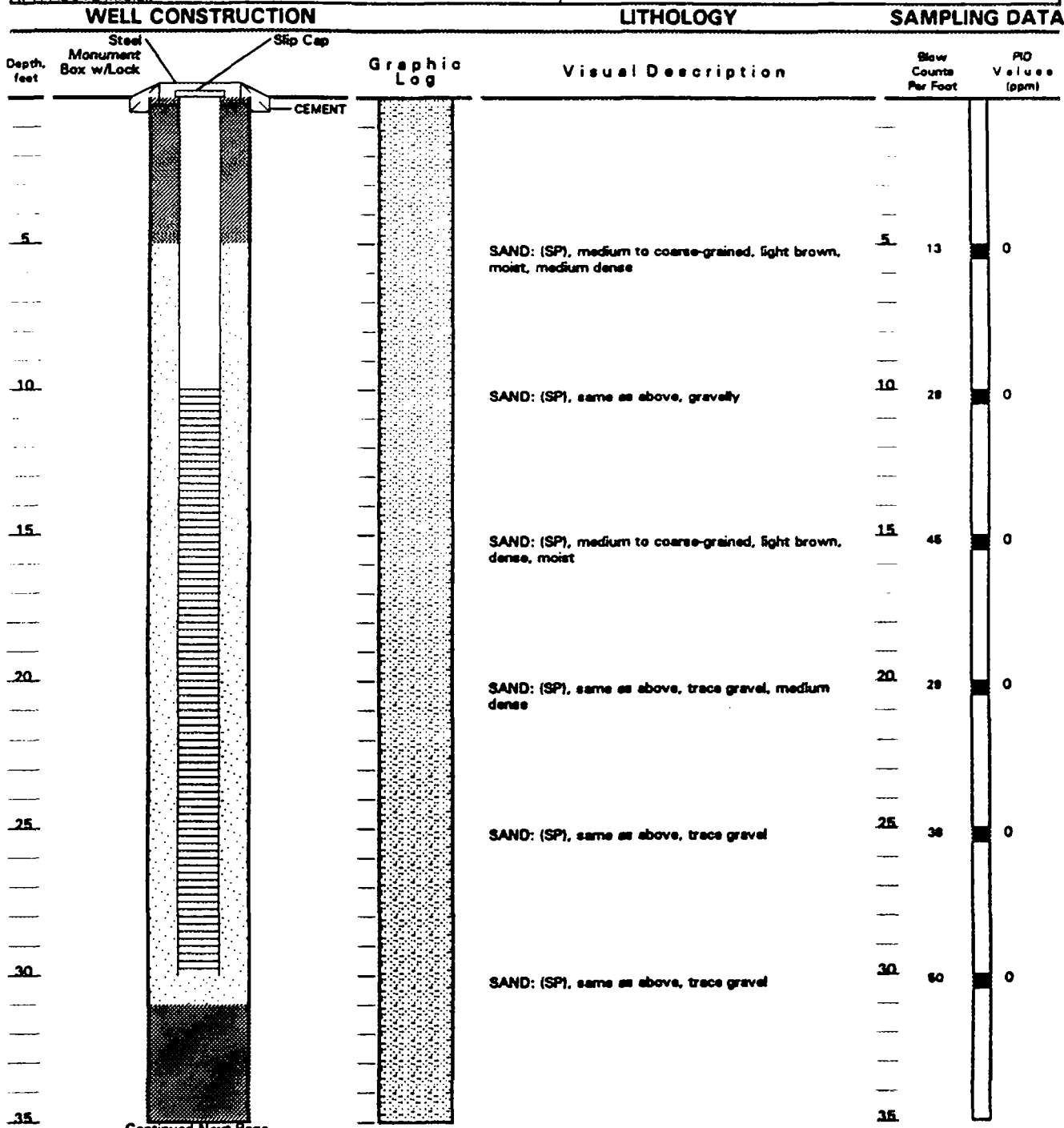
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SITE LOCATION SKETCH MAP

Page 1 of 2

WELL CONSTRUCTION LOG

BORING/WELL NO. VWP-2-P		LOCATION 11447 Vanowen Street North Hollywood, California	
PROJECT NO./NAME 1485-J2/Fleetwood Machine Products		APPROVED BY Ed Furu	
DRILLING CONTRACTOR/DRILLER Spectrum/Dan & Don		SAMPLING METHOD Split Spoon	
GEOLOGIST/OFFICE Ken Lundberg/Anaheim		START/FINISH DATE 11/3/98-11/3/98	
DRILLING EQUIPMENT/METHOD CME-75/Hollow Stem Auger		SIZE/TYPER OF BIT 6 1/4" / Spade	
WELL INSTALLED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	CASING MAT./DIA. PVC	SCREEN: TYPE Slotted MAT. PVC	LENGTH 20' DIA. 4" SLOT SIZE 0.02"
ELEVATION OF: (FT. ABOVE M.S.L.)	GROUND SURFACE	TOP OF WELL CASING	TOP & BOTTOM SCREEN GW SURFACE DATE



Continued Next Page



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Page 2 of 2

WELL CONSTRUCTION LOG

BORING/WELL NO.

VWP-2-P

PROJECT NO./NAME

1485-J2/Fleetwood Machine Products

LOCATION

11447 Vanowen Street

North Hollywood, California

WELL CONSTRUCTION			LITHOLOGY	SAMPLING DATA	
Depth, feet	Continued	Graphic Log	Visual Description	Blow Counts Per Foot	PID Values (ppm)

BORING COMPLETED AT 60 FEET BELOW GROUND
SURFACE
NO GROUNDWATER ENCOUNTERED
VAPOR PROBES INSTALLED AT 15, 31, 45, AND 60
FEET BELOW GROUND SURFACE

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 / Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VPW-1-P @10'	VPW-1-P @20'	VPW-1-P @30'	VPW-1-P @40'	
Sierra Sample No.:	17575	17577	17579	17580	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	160	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	3.0
Dilution Factor	1	1	1	1	QC Limits
% Surrogate Recovery: 1-chloro-2-fluorobenzene	73	105	95	92	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
		Analyst: SM
Sierra Project No.:	9811-123	
Client Project ID:	1485-J2 / Fleetwood	
Sample Matrix:	Soil	Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, $\mu\text{g/kg}$				Method Detection Limit, $\mu\text{g/kg}$
	VPW-1-P @50'	VPW-1-P @60'	VPW-2-P @10'	VPW-2-P @20'	
Sierra Sample No.:	17581	17582	17584	17586	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	ND	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	3.0
Dilution Factor	1	1	1	1	QC Limits
% Surrogate Recovery:					
1-chloro-2-fluorobenzene	105	98	110	110	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 / Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VPW-2-P @30'	VPW-2-P @40'	VPW-2-P @50'	VPW-2-P @60'	
Sierra Sample No.:	17588	17589	17590	17591	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	ND	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	3.0
Dilution Factor	1	1	1	1	QC Limits
% Surrogate Recovery:					
1-chloro-2-fluorobenzene	110	120	120	105	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 / Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VW-1-P @10'	VW-1-P @20'	VW-1-P @30'	VW-2-P @10'	
Sierra Sample No.:	17593	17595	17597	17599	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	1900*	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	5.2	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	
Dilution Factor	1 : 50*	1	1	1	QC Limits
% Surrogate Recovery:					
1-chloro-2-fluorobenzene	110	95	100	88	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 / Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VW-2-P @20'	VW-2-P @30'	VP-1-P @10'	VP-1-P @20'	
Sierra Sample No.:	17601	17603	17605	17607	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	ND	ND	14000*	1100*	3.0
1,1,1-Trichloroethane	ND	ND	6.4	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	
Dilution Factor	1	1	1 : 50*	1 : 50*	QC Limits
% Surrogate Recovery: 1-chloro-2-fluorobenzene	90	84	120	120	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1-Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 - Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VP-1-P @30'	VP-1-P @40'	VP-1-P @50'	VP-1-P @55'	
Sierra Sample No.:	17609	17611	17612	17613	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2 Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	ND	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	3.0
Dilution Factor	1	1	1	1	QC Limits
% Surrogate Recovery:					
1-chloro-2-fluorobenzene	85	92	86	88	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled: 11/2/98
		Date Received: 11/6/98
		Date Prepared: 11/10/98
		Date Analyzed: 11/10/98 to 11/11/98
Sierra Project No.: 9811-123		Analyst: SM
Client Project ID: 1485-J2 Fleetwood		
Sample Matrix: Soil		Report Date: 11/12/98

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg				Method Detection Limit, µg/kg
	VP-2-P @10'	VP-2-P @20'	VP-2-P @30'	VP-2-P @40'	
Sierra Sample No.:	17615	17617	17619	17620	
COMPOUNDS:					
Bromodichloromethane	ND	ND	ND	ND	3.0
Bromoform	ND	ND	ND	ND	3.0
Chloroform	ND	ND	ND	ND	3.0
Chlorodibromomethane	ND	ND	ND	ND	3.0
Bromomethane	ND	ND	ND	ND	3.0
Carbon Tetrachloride	ND	ND	ND	ND	3.0
Chlorobenzene	ND	ND	ND	ND	3.0
Chloroethane	ND	ND	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	ND	ND	3.0
1,1-Dichloroethane	ND	ND	ND	ND	3.0
1,2-Dichloroethane	ND	ND	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	ND	ND	3.0
1,2-Dichloropropane	ND	ND	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	ND	ND	3.0
Methylene Chloride	ND	ND	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	3.0
Tetrachloroethylene	ND	ND	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	ND	ND	3.0
Trichloroethylene	ND	ND	ND	ND	3.0
Trichlorofluoromethane	ND	ND	ND	ND	3.0
Vinyl Chloride	ND	ND	ND	ND	3.0
Dilution Factor	1	1	1	1	QC Limits
% Surrogate Recovery:					
1-chloro-2-fluorobenzene	76	100	86	83	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation 2130 E. Orange Wood Anaheim, CA 92806		Date Sampled:	11/2/98
		Date Received:	11/6/98
		Date Prepared:	11/10/98
		Date Analyzed:	11/10/98 to 11/11/98
Sierra Project No.:	9811-123	Analyst:	SM
Client Project ID:	1485-J2 / Fleetwood	Report Date:	11/12/98
Sample Matrix:	Soil		

HALOGENATED VOLATILE ORGANICS

EPA METHOD 8010

Client Sample No.:	Concentration, µg/kg		Method Detection Limit, µg/kg
	VP-2-P @ 50'	VP-2-P @ 60'	
Sierra Sample No.:	17621	17622	
COMPOUNDS:			
Bromodichloromethane	ND	ND	3.0
Bromoform	ND	ND	3.0
Chloroform	ND	ND	3.0
Chlorodibromomethane	ND	ND	3.0
Bromomethane	ND	ND	3.0
Carbon Tetrachloride	ND	ND	3.0
Chlorobenzene	ND	ND	3.0
Chloroethane	ND	ND	3.0
2-Chloroethylvinyl Ether	ND	ND	3.0
1,2-Dichlorobenzene	ND	ND	3.0
1,3-Dichlorobenzene	ND	ND	3.0
1,4-Dichlorobenzene	ND	ND	3.0
1,1-Dichloroethane	ND	ND	3.0
1,2-Dichloroethane	ND	ND	3.0
1,1-Dichloroethylene	ND	ND	3.0
1,2-Dichloroethylene (T)	ND	ND	3.0
1,2-Dichloropropane	ND	ND	3.0
1,3-Dichloropropane (CIS)	ND	ND	3.0
1,3-Dichloropropane (T)	ND	ND	3.0
Methylene Chloride	ND	ND	3.0
1,1,2,2-Tetrachloroethane	ND	ND	3.0
Tetrachloroethylene	ND	ND	3.0
1,1,1-Trichloroethane	ND	ND	3.0
1,1,2-Trichloroethane	ND	ND	3.0
Trichloroethylene	ND	ND	3.0
Trichlorofluoromethane	ND	ND	3.0
Vinyl Chloride	ND	ND	3.0
Dilution Factor	1	1	QC Limits
% Surrogate Recovery:			
1-chloro-2-fluorobenzene	95	92	35-135

Quality Assurance/Quality Control Data							
QC Sample ID: 9811-123-17577							
Compounds	LCS % Rec.	QC Limits	Spike % Rec.	Spike Dup % Rec.	QC Limits	RPD	QC Limits
1,1 - Dichloroethane	103	80-120	100	99	59-111	2.5	0-30
Carbon Tetrachloride	99	80-120	97	93	55-120	2.5	0-30
Bromoform	91	80-120	80	79	54-127	1.0	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor



The Park Corporation		Date Sampled:	11/18/98
2130 E. Orange Wood		Date Received:	11/19/98
Anaheim, CA 92806		Date Prepared:	11/20/98
		Date Analyzed:	11/20/98
Sierra Project No.:	9811-331	Analyst:	SM
Client Project ID:	N.Hollywood		
Sample Matrix:	Vapor	Report Date:	11/24/98

**HALOGENATED VOLATILE ORGANICS
EPA METHOD 8010**

Concentration								
Client Sample No.:	VW1-P/30min		VWP-2-P/5min		VWP-2-P/30min		Method Detection Limit	
Sierra Sample No.:	18455		18456		18457			
COMPOUNDS:	µg/l	ppm(v/v)	µg/l	ppm(v/v)	µg/l	ppm(v/v)	µg/l	ppm
Bromodichloromethane	ND	ND	ND	ND	ND	ND	0.5	0.074
Bromoform	ND	ND	ND	ND	ND	ND	0.5	0.05
Chloroform	ND	ND	ND	ND	ND	ND	0.5	0.10
Chlorodibromomethane	ND	ND	ND	ND	ND	ND	0.5	0.074
Bromomethane	ND	ND	ND	ND	ND	ND	0.5	0.13
Carbon Tetrachloride	ND	ND	ND	ND	ND	ND	0.5	0.08
Chlorobenzene	ND	ND	ND	ND	ND	ND	0.5	0.11
Chloroethane	ND	ND	ND	ND	ND	ND	0.5	0.19
2-Chloroethylvinyl Ether	ND	ND	ND	ND	ND	ND	0.5	0.11
1,2-Dichlorobenzene	ND	ND	ND	ND	ND	ND	0.5	0.083
1,3-Dichlorobenzene	ND	ND	ND	ND	ND	ND	0.5	0.083
1,4-Dichlorobenzene	ND	ND	ND	ND	ND	ND	0.5	0.083
1,1-Dichloroethane	ND	ND	ND	ND	ND	ND	0.5	0.12
1,2-Dichloroethane	ND	ND	ND	ND	ND	ND	0.5	0.12
1,1-Dichloroethylene	ND	ND	ND	ND	ND	ND	0.5	0.13
1,2-Dichloroethylene (T)	ND	ND	ND	ND	ND	ND	0.5	0.13
1,2-Dichloropropane	ND	ND	ND	ND	ND	ND	0.5	0.11
1,3-Dichloropropene (CIS)	ND	ND	ND	ND	ND	ND	0.5	0.11
1,3-Dichloropropene (T)	ND	ND	ND	ND	ND	ND	0.5	0.11
Methylene Chloride	ND	ND	ND	ND	ND	ND	0.5	0.14
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND	ND	ND	0.5	0.07
Tetrachloroethylene	150	22	11	1.6	7.9	1.2	0.5	0.074
1,1,1-Trichloroethane	ND	ND	ND	ND	ND	ND	0.5	0.09
1,1,2-Trichloroethane	ND	ND	ND	ND	ND	ND	0.5	0.09
Trichloroethylene	ND	ND	ND	ND	ND	ND	0.5	0.09
Trichlorofluoromethane	ND	ND	ND	ND	ND	ND	0.5	0.09
Vinyl Chloride	ND	ND	ND	ND	ND	ND	0.5	0.20
Dilution Factor	1		1		1		QC Limits	
% Surrogate Recovery:							60-130	
1-Chloro-2-fluorobenzene	80		75		79			

Quality Assurance/Quality Control Data					
QC Sample ID:	9811-170-12795				
Compounds	LCS % Rec.	QC Limits	Compounds	Sample Dup RPD	QC Limits
1,1 - Dichloroethane	92	80-120	1,1-DCE	8	0-30
Carbon Tetrachloride	92	80-120	Chloroform	6.5	0-30
Bromoform	98	80-120	PCE	2.5	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor

The Park Corporation		Date Sampled:	11/18/98
2130 E. Orange Wood		Date Received:	11/19/98
Anaheim, CA 92806		Date Prepared:	11/20/98
Sierra Project No.: 9811-331		Date Analyzed:	11/20/98
Client Project ID: N.Hollywood		Analyst:	SM
Sample Matrix: Vapor		Report Date:	11/24/98

**HALOGENATED VOLATILE ORGANICS
EPA METHOD 8010**

Concentration								
Client Sample No.:	VW2-P/5min		VW2-P/30min				Method	
Sierra Sample No.:	18458		18459				Detection	
	µg/l	ppm(v/v)	µg/l	ppm(v/v)	µg/l	ppm(v/v)	µg/l	ppm
COMPOUNDS:								
Bromodichloromethane	ND	ND	ND	ND			0.5	0.074
Bromoform	ND	ND	ND	ND			0.5	0.05
Chloroform	ND	ND	ND	ND			0.5	0.10
Chlorodibromomethane	ND	ND	ND	ND			0.5	0.074
Bromomethane	ND	ND	ND	ND			0.5	0.13
Carbon Tetrachloride	ND	ND	ND	ND			0.5	0.08
Chlorobenzene	ND	ND	ND	ND			0.5	0.11
Chloroethane	ND	ND	ND	ND			0.5	0.19
2-Chloroethylvinyl Ether	ND	ND	ND	ND			0.5	0.11
1,2-Dichlorobenzene	ND	ND	ND	ND			0.5	0.083
1,3-Dichlorobenzene	ND	ND	ND	ND			0.5	0.083
1,4-Dichlorobenzene	ND	ND	ND	ND			0.5	0.083
1,1-Dichloroethane	ND	ND	ND	ND			0.5	0.12
1,2-Dichloroethane	ND	ND	ND	ND			0.5	0.12
1,1-Dichloroethylene	ND	ND	ND	ND			0.5	0.13
1,2-Dichloroethylene (T)	ND	ND	ND	ND			0.5	0.13
1,2-Dichloropropane	ND	ND	ND	ND			0.5	0.11
1,3-Dichloropropene (CIS)	ND	ND	ND	ND			0.5	0.11
1,3-Dichloropropene (T)	ND	ND	ND	ND			0.5	0.11
Methylene Chloride	ND	ND	ND	ND			0.5	0.14
1,1,2,2-Tetrachloroethane	ND	ND	ND	ND			0.5	0.07
Tetrachloroethylene	6.9	1.0	8.7	1.3			0.5	0.074
1,1,1-Trichloroethane	ND	ND	ND	ND			0.5	0.09
1,1,2-Trichloroethane	ND	ND	ND	ND			0.5	0.09
Trichloroethylene	ND	ND	ND	ND			0.5	0.09
Trichlorofluoromethane	ND	ND	ND	ND			0.5	0.09
Vinyl Chloride	ND	ND	ND	ND			0.5	0.20
Dilution Factor	1		1				QC Limits	
% Surrogate Recovery:							60-130	
1-Chloro-2-fluorobenzene	76		76					

Quality Assurance/Quality Control Data					
QC Sample ID: 9811-170-12795					
Compounds	LCS % Rec.	QC Limits	Compounds	Sample Dup RPD	QC Limits
1,1 - Dichloroethane	92	80-120	1,1-DCE	8	0-30
Carbon Tetrachloride	92	80-120	Chloroform	6.5	0-30
Bromoform	98	80-120	PCE	2.5	0-30

ND means Not Detected

Reporting Limit (RL) = Method Detection Limit (MDL) x Dilution Factor



SIERRA ANALYTICAL

TEL: 949-348-9389

FAX: 949-348-9115

26052 Merit Circle • Suite 105 • Laguna Hills, CA • 92653

CHAIN OF CUSTODY RECORD

Date: 11/19/98 Page 1 of 1

Lab Project No.: 611-331

Client: Park Corp

Client Proj. Number/Proj. Name:

Client Address:

N. Hollywood

Client Tel. No.:

Client Fax No.:

Client Proj. Mgr.: Ed Furu

Analyses Requested

Turn Around Time Requested:
☐ Immediate Attention
☐ Rush 24-48 hours
☐ Rush 72-96 hours
☒ Normal
☐ Mobile

Client Sample No.	Sierra Sample No.	Date/Time	Matrix	Preservatives	Container Type	No. of Containers	Comments
YWP-1-P/5min	18452	11-18-98 13:40	Air	—	Tedlar	1	
YWP-1-P/30min	18453	14:10				1	
YWI-1-P/5min	18454	14:55				1	
VWI-1-P/30min	18455	15:35				1	
YWP-2-P/5min	18456	4:00				1	
YWP-2-P/30min	18457	4:30				1	
YWI-2-P/5min	18458	5:05				1	
VWI-2-P/30min	18459	5:35				1	

1. Submitted By: _____ Printed Name: _____		Shipped Via: _____ (Carrier/Waybill No.): _____		8	Total Number of Containers Submitted to Laboratory	Sample Disposed: <input type="checkbox"/> Returned to Client <input type="checkbox"/> Lab Disposed <input type="checkbox"/> Archived <input type="checkbox"/> Other
2. Received By: _____ Company: _____		Received By: _____ Company: <u>Sierra</u>		11-19-98 Time: 1000	The delivery of samples and the signature on this chain of custody form constitutes authorization to perform the analyses specified above under SIERRA's Terms and Conditions, unless otherwise agreed upon in writing between SIERRA and CLIENT. * Samples determined to be hazardous by SIERRA will be returned to CLIENT.	
3. Received By: _____ Company: _____		Received By: _____ Company: _____		8	Total Number of Containers Received by Laboratory	
4. Received By: _____ Company: _____				FOR LABORATORY USE ONLY - Sample Receipt Conditions: <input checked="" type="checkbox"/> Intact <input type="checkbox"/> Sample Seals <input checked="" type="checkbox"/> Properly Labeled <input checked="" type="checkbox"/> Appropriate Sample Container <input checked="" type="checkbox"/> Chain of Custody <input type="checkbox"/> Preservatives Verified By <input type="checkbox"/> Other <input type="checkbox"/> Storage Location		
Special Instructions:						

PROCEDURE FOR CALCULATING THE QUANTITY OF HYDROCARBON VAPORS FROM VES REMEDIATION SITES

The equation used to estimate the hydrocarbon vapor recovery rates has been modified from Subsurface Venting of Hydrocarbon Vapors from an Underground Aquifer, API Publication No. 4410, September, 1985, and is as follows:

$$V_r (\text{lb/hr}) = \frac{(V_c \text{ ppmv}) (\text{Molecular Wt of Compound}) [Q(\text{SCF/hr})]}{(10^6 \text{ ppmv}) (385.36 \text{ SCF})}$$

or

$$V_r (\text{lb/hr}) = (V_c) (Q) (\text{Constant for compound})$$

Where: V_r = Vapor recovery rate (lb/hr)
 V_c = Vapor concentration (ppmv)
 Q = Venting rate (SCF/hr)

COMPOUND	MOLECULAR WEIGHT	CONSTANT
BENZENE	78.11	2.03×10^{-7}
GASOLINE	86.16	2.24×10^{-7}
DICHLOROETHANE	98.96	2.57×10^{-7}
DICHLOROETHENE	96.94	2.52×10^{-7}
TOLUENE	92.14	2.39×10^{-7}
TETRACHLOROETHENE	165.83	4.30×10^{-7}
1,1,1-TRICHLOROETHANE	133.40	3.46×10^{-7}
TRICHLOROETHENE	131.39	3.41×10^{-7}
VINYL CHLORIDE	62.50	1.62×10^{-7}
XYLENE (TOTAL)	140.61	3.65×10^{-7}

ESTIMATED HYDROCARBON VAPOR RECOVERY RATE FOR VWP-1-P (lbs/day)

$$\begin{aligned}\text{Days of Operation} &= \text{Hours of Operation}/24 \\ &= 0.5 \text{ hours}/24 \text{ hours per day} \\ &= 0.021 \text{ days}\end{aligned}$$

Average Halogenated Volatile Organic Compounds (HVOCs) concentration into treatment unit = 9.1 ppmv

$$\text{Average Flow Rate} = 219 \text{ cfm}$$

$$V_r (\text{lbs/hour}) = 9.1 \text{ ppmv} \times 219 \text{ cfm} \times 4.30 \times 10^{-7} \times 60 \text{ min/hr} = 0.052 \text{ lbs/hr}$$

$$V_r (\text{lbs/hour}) \times 24 \text{ hrs/day} = 0.052 \text{ lbs/hr} \times 24 \text{ hrs/day} = 1.234 \text{ lbs/day}$$

ESTIMATED HYDROCARBON VAPOR RECOVERY RATE FOR VWP-2-P (lbs/day)

$$\begin{aligned}\text{Days of Operation} &= \text{Hours of Operation}/24 \\ &= 0.5 \text{ hours}/24 \text{ hours per day} \\ &= 0.021 \text{ days}\end{aligned}$$

Average Halogenated Volatile Organic Compounds (HVOCs) concentration into treatment unit = 1.2 ppmv

$$\text{Average Flow Rate} = 199 \text{ cfm}$$

$$\text{Vr (lbs/hour)} = 1.2 \text{ ppmv} \times 199 \text{ cfm} \times 4.30 \times 10^{-7} \times 60 \text{ min/hr} = 0.006 \text{ lbs/hr}$$

$$\text{Vr (lbs/hour)} \times 24 \text{ hrs/day} = 0.006 \text{ lbs/hr} \times 24 \text{ hrs/day} = 0.148 \text{ lbs/day}$$

ESTIMATED HYDROCARBON VAPOR RECOVERY RATE FOR VW-1-P (lbs/day)

$$\begin{aligned}\text{Days of Operation} &= \text{Hours of Operation}/24 \\ &= 0.5 \text{ hours}/24 \text{ hours per day} \\ &= 0.021 \text{ days}\end{aligned}$$

Average Halogenated Volatile Organic Compounds (HVOCs) concentration into treatment unit = 22 ppmv

$$\text{Average Flow Rate} = 205 \text{ cfm}$$

$$V_r \text{ (lbs/hour)} = 22 \text{ ppmv} \times 205 \text{ cfm} \times 4.30 \times 10^{-7} \times 60 \text{ min/hr} = 0.116 \text{ lbs/hr}$$

$$V_r \text{ (lbs/hour)} \times 24 \text{ hrs/day} = 0.116 \text{ lbs/hr} \times 24 \text{ hrs/day} = 2.793 \text{ lbs/day}$$

ESTIMATED HYDROCARBON VAPOR RECOVERY RATE FOR VW-2-P (lbs/day)

$$\begin{aligned}\text{Days of Operation} &= \text{Hours of Operation}/24 \\ &= 0.5 \text{ hours}/24 \text{ hours per day} \\ &= 0.021 \text{ days}\end{aligned}$$

Average Halogenated Volatile Organic Compounds (HVOCs) concentration into treatment unit = 1.3 ppmv

$$\text{Average Flow Rate} = 226 \text{ cfm}$$

$$V_r (\text{lbs/hour}) = 1.3 \text{ ppmv} \times 226 \text{ cfm} \times 4.30 \times 10^{-7} \times 60 \text{ min/hr} = 0.008 \text{ lbs/hr}$$

$$V_r (\text{lbs/hour}) \times 24 \text{ hrs/day} = 0.008 \text{ lbs/hr} \times 24 \text{ hrs/day} = 0.192 \text{ lbs/day}$$